

CBSL

MACKENZIE RIVER TARIFF

RULES AND REGULATIONS

CBSL NO. 01

COOPER BARGING SERVICE LTD.

TARIFF CONTAINING RULES AND REGULATIONS
APPLYING BETWEEN POINTS, PORTS AND PLACES
ON THE MACKENZIE RIVER WHICH INCLUDES
GREAT SLAVE LAKE

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TABLE OF CONTENTS

	PAGE
BACKHAUL OR SOUTH BOUND CARGO-----	9
BULK PETROLEUM-----	6
C.O.D. SHIPMENTS-----	5
CONNECTING CARRIER CHARGES-----	5
DANGEROUS GOODS-----	6
DEFINITIONS, ABBREVIATIONS AND SYMBOLS-----	3
DEMURRAGE-----	8
DESCRIPTION OF CARGO-----	5
DIVERSION OF SHIPMENTS-----	7
FALSE REPRESENTATIONS-----	5
FREIGHT AND FREIGHT RATES-----	6
LIENS-----	5
LIGHTERING-----	9
MINIMUM CHARGES-----	7
NON-SCHEDULED SERVICE-----	9
PERISHABLES AND RESTRICTED CARGO-----	6
PREPAYMENT OF FREIGHT AND OTHER CHARGES-----	7
RISK OF LOSS OR DAMAGE AND INSURANCE-----	4
SAILING SCHEDULE-----	4
SPECIAL MOVEMENTS-----	5
STORAGE, COOPERAGE, PACKING, MARKING AND HANDLING CARGO-----	7
TAXES AND SURCHARGES-----	9
TERMS AND CONDITIONS OF CARRIAGE-----	4
UNCLAIMED CARGO-----	6
UNITIZING-----	7

CBSL

1. DEFINITIONS

The following definitions shall apply in all tariffs published by Cooper Barging Service Ltd. unless there is something in the subject matter or context inconsistent therewith:

Cargo:	Means the goods, articles, pieces of commodities which are tendered for transportation.
Charges:	Includes freight charges and all other applicable charges for storage, handling, cooperage and baling, unitizing, special services, terminal, wharfage, lightering, etc. payable to CBSL by the Owner, Shipper or Consignee of the cargo.
Consignee:	Means the person or company to whom the cargo is being transported and who will receive the cargo; also referred to herein and may include the consignor, Shipper and/or Owner.
Consignor:	Means the person or company tendering cargo for transportation; also referred to herein and may include the Owner, Shipper and Consignee of the cargo.
Freight:	Means the charges assessed and payable for the transportation of cargo.
Freight Rate:	Means the transportation charge per unit of measure (based on gross weight or measurement) for a class of cargo between the point of origin to the point of discharge or charge per unit in the case of special movements.
Owner:	Means the person or company who owns the cargo being transported; also referred to herein and may include the Consignor, Shipper and/or Consignee.
Shipment:	Means a single consignment of one or more pieces of cargo or one commodity in bulk to one Consignee at one destination; also referred to as a "consignment".
Shipper:	Means the person or company tendering the cargo for shipment; also referred to herein and may include the Consignor, Owner or Consignee.
Units of Cargo:	Means individual cartons, boxes, crates, cases, packages, bundles or drums, etc. of cargo, or one or more pieces on skids or pallets, and/or sealed or strapped.

ABBREVIATIONS AND SYMBOLS

Abbreviations and symbols used herein shall have the following meanings (upper and lower case):

Abbreviations:

COD	means "Cash on Delivery"
CON'T	means "Continued"
CU FT	means "Cubic Foot"
EG	means "For Example"
ETC	means "Etcetera"
FT	means "Feet Lineal Measure"
HP	means "Horse Power"
ISO	means "International Standards Organization"
KD	means "Knocked Down"
LBS	means "Pounds"
MIN CHG	means "Minimum Charge"
MIN WT	means "Minimum Weight"
NOIBN	means "Not Otherwise Indexed by Name"
NOS	means "Not Otherwise Specified"
CBSL	means "Cooper Barging Service Ltd"
NT	means "Northwest Territories"
OR	means "Owner's Risk"

CBSL

ORB	means "Owner's Risk of Breakage"
ORD	means "Owner's Risk of Damage"
ORD&C	means "Owner's Risk of Damage and Chafing"
ORD&W	means "Owner's Risk of Damage and Weather"
ORD & Det	means "Owner's Risk of Damage and Deterioration"
ORDet	means "Owner's Risk of Deterioration"
ORLkg	means "Owner's Risk of Leakage"
ORW	means "Owner's Risk of Weather"
PDPR	means "Per Day Pro Rata"
SL&C	means "Shipper's Load and Count"
SQ FT	means "square Foot"
SU	means "Set Up"
UOM	means "Unit of Measure"
WT	means "Weight"
YT	means "Yukon Territory"

Symbols:

#, No(s)	means "Number(s)"
'	means "Feet"
"	means "Inches"
&	means "And"

2. TERMS AND CONDITIONS OF CARRIAGE

All cargo tendered to CBSL for transportation between points, ports and places on the Mackenzie River, Great Slave Lake and Liard River shall be subject to the terms and conditions of carriage contained in CBSL's Non-Negotiable Shipping Receipt and to the rules and regulations contained herein.

Copies of the Non-Negotiable Shipping Receipt may be obtained upon request to CBSL, may be examined at any of CBSL's business offices or are available on CBSL's website.

In the event of a deemed or actual conflict between the terms of carriage as contained in the Non-Negotiable Shipping Receipt, and the rules and regulations contained herein, the Non-Negotiable Shipping Receipt shall take precedence.

3. RISK OF LOSS OR DAMAGE AND INSURANCE

All cargo is carried at the Shipper's risk for loss or damage howsoever occasioned or caused. Shipper's are advised to insure cargo against such risks.

4. SAILING SCHEDULE

CBSL publishes a sailing schedule annually, a copy of which may be obtained by contacting CBSL's Head Office, any of its business offices or terminals or on its website.

The sailing schedule contains information relating to regularly scheduled service to ports and places in the Mackenzie River terminal opening dates and final acceptance dates for cargo for each navigation season.

5. DESCRIPTION OF CARGO

Shipper's packing slips or other appropriate shipping documents accompanying the cargo must contain an accurate description of the cargo which, to the extent possible, should conform to the classification Tariff CBSL No. 02 . Where there are different ratings for a specific type of cargo according to the type of packaging, the shipping conditions should be shown. Shipping documents should also specify the number of packages or pieces of cargo and the weight of each unit.

CBSL reserves the right to inspect shipments, where necessary, to determine correct ratings. Where cargo is found to be incorrectly described, freight charges will be collected at the highest classified rate applicable to the type of cargo.

6. FALSE REPRESENTATIONS

If any person or company knowingly or willingly falsifies a classification, dangerous goods declaration, weight or other representation as to the contents of units of cargo to be shipped, or by any other device or means, whether with or without the consent or connivance of any agent or employee of CBSL, seeks to obtain transportation for such cargo at less than the applicable rates, then such person or company shall, in addition to the applicable rate, pay to CBSL a further charge up to 50% of the applicable rate.

7. C.O.D. SHIPMENTS

"Collection on Delivery" (COD) shipments for value of cargo and for freight and other charges will not be accepted.

8. CONNECTING CARRIER CHARGES

CBSL will not accept cargo on which connecting carrier charges have not been prepaid., unless prior interline account arrangements have been made with CBSL.

9. SPECIAL MOVEMENTS

CBSL will, upon reasonable prior request and to the extent of its ability, furnish special movement service at charter rates between any two or more points accessible by its vessels during the normal navigation season. A special movement is defined as transportation performed exclusively for one Shipper, Owner or Consignee.

10. LIENS

CBSL will have a lien upon the cargo, and upon other goods of the Shipper, Owner and Consignee of the cargo which is in the possession of CBSL from time to time, and shall have the right to sell the same by public auction, private sale or otherwise, at CBSL's discretion, for all unpaid freight, advance freight and other charges due or to become due on the cargo, including dead freight, demurrage, detention or storage charges, fines and any other lawful claims and for damages, costs and expenses (including costs and expenses of exercising such a lien and of such sale), and for interest, if any.

CBSL

11. UNCLAIMED CARGO

Should a Shipper, Owner and Consignee of cargo fail to take delivery of such cargo through non-payment of freight and other charges or for any other cause, the cargo will be returned to the original Shipper upon prepayment of all freight and other charges from and to the original point of shipment.

12. PERISHABLES AND RESTRICTED CARGO

Perishable foodstuffs, in refrigerated trailers, will be accepted for shipment at Owners risk for deterioration or spoilage.

Persistent fuels, of any kind, will not be accepted for shipment.

13. BULK PETROLEUM ALLOWANCE

Shipments of petroleum products in bulk will be subject to an allowance for shrinkage and loss in handling as follows:

- a. Distillates, including diesel fuels of all kinds and Jet A, 0.25% of loaded quantity; and
- b. Low Flash fuels, including aviation gasolines, turbo fuels and motor gasolines, all kinds, 0.5% of loaded quantity.

14. DANGEROUS GOODS

Dangerous Goods delivered for shipment must be correctly packaged, labeled and accompanied by a Dangerous Goods Shipping Document, all in accordance with the regulations respecting the handling, offering for transport and the transporting of dangerous goods.

Explosives will be handled by special arrangements only.

15. FREIGHT AND FREIGHT RATES

Freight is defined as the transportation charges payable by the Shipper, Owner or Consignee of the cargo. Freight is considered earned when cargo is delivered to CBSL for transportation. Credit terms are granted by prearrangement and at CBSL discretion only. With CBSL approval, freight for private individual shipments may be collected at high water mark but subject to additional collection fees.

Freight rates are expressed and are payable in Canadian funds.

The cargo rate for the applicable commodity classification times the gross weight, loaded volume in litres, calculated square or linear footage or cubic measurement of the shipment will, subject to minimum charges or the oversize rules (see CBSL Tariff No. 02 "Oversize Commodities"), determine freight charges.

Gross weight is defined as the weight of the cargo plus the weight of lading and packaging materials, dunnage, pallets, skids and any other materials or temporary blocking required for the safe transportation of the cargo.

Measured square footage or cubic measurement will be calculated using extreme overall dimensions of the unit of cargo. Measurement of set-up culverts, set-up storage tanks and other round packages will be determined by squaring the greater diameter.

CBSL

Additional charges for handling, unitizing, storing, special services, etc. will be shown separately on CBSL's shipping receipts.

16. PREPAYMENT OF FREIGHT AND OTHER CHARGES

All freight and other charges must be paid in advance unless credit arrangements have been established with CBSL prior to acceptance of the cargo by CBSL for shipment.

17. MINIMUM CHARGES

Unless otherwise provided, a minimum charge of \$50.00 for a single shipment between any two points, ports or places on CBSL's scheduled routes will apply.

18. DIVERSION OF SHIPMENTS

When an enroute shipment is diverted to another destination at the Shipper's request, the Shipper will pay freight charges to the actual revised destination and extra handling charges resulting from the diversion, if any, at CBSL's normal charge-out rates for labour, equipment and materials. CBSL is not bound to accede to a Shipper's request for enroute diversion of a shipment.

19. UNITIZING

Cargo must be unitized for lift truck handling or, in certain pre-arranged instances, crane handling. Cargo will be considered unitized if received in standard transportation containers. Cargo will also be considered unitized when received boxed, crated, bundled and in a unitized form of sufficient size so as to be readily in single units by lift truck. Single units means packages on pallets or skids of a minimum weight of 1,000 lbs. Or a cubic measurement of at least 64 cubic feet. Boxes, crates, bundles and pallets must be of strong construction, and the contents well packed for shipment on open deck barge. It is the Shipper's responsibility to provide adequate covering or wrapping to protect against severe weather, ship motions, stacking and handling.

- a. Palletizing and strapping charge - 5 cents per pound
- b. Strapping charge - 1.5 cents per pound

20. STORAGE, COOPERAGE, PACKING, MARKING AND HANDLING OF CARGO

a. Storage

Cargo will be stored free of charge during CBSL's navigation season while awaiting shipment during the same season.

Cargo left for storage beyond CBSL's navigation season will be subject to storage charges as follows:

- i. Outside storage above high water mark - 25 cents per sq. ft. per month;
- ii. Minimum storage charge per shipment - \$50.00;
- iii. Storage of dangerous goods by special arrangement only

Cargo will be stored at Shipper's risk for all hazards including, amongst other perils, fire, flooding, freezing, etc.

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b. Cooperage and Packing

All cargo must be well packed in cases, crates, etc. of strong construction for shipment on open deck barge. It is also the Shipper's responsibility to provide adequate covering or wrapping to protect against severe weather.

Shipper's are advised to refer to CBSL Tariff No. 02 "Classification of Commodities" for proper, acceptable packing and marking requirements for each commodity type and particularly relating to such commodities as steel, iron, vehicles, drywall, dangerous goods, etc.

CBSL will not be liable or accept responsibility for cargo damaged through insufficiency of packing. CBSL also reserves the right to either refuse cargo which is improperly packed, or to repair the packaging, or to provide containers for improperly packaged cargo, all at the Shipper's cost.

Where cargo is tendered for transport improperly or insufficiently packaged or marked, in accordance herewith, CBSL reserves the right to refuse to transport the cargo or mend, bale, cooper, repair or replace packages, boxes, crates, barrels, etc. or to place the cargo in containers for shipment. The costs of labour, equipment and materials to mark and cooper such cargo shall be invoiced to the Shipper at CBSL's normal charge-out rates for custom labour, equipment and materials. If CBSL elects to place the cargo in a container, then the rental cost of the container will be invoiced to the Shipper.

c. Special Handling and Other Services

When cargo is subject to extra handling costs or plus handling costs, CBSL will, upon reasonable prior notice and to the extent of its ability, furnish labour, equipment and materials necessary to perform such services. The cost of labour, equipment and materials so supplied will be invoiced to the Shipper at CBSL's normal charge-out rates for custom labour, equipment and materials.

d. Markings

Shipments should be marked care of CBSL at the appropriate receiving terminal. All packages should also be plainly marked with the name and address of the final Consignee. The gross weight of the package should be indicated on the right hand corner of the package. In the case of multiple packages in one shipment, the appropriate unit number should be indicated in the upper left hand corner of the package.

Please see example below:

1 of 3	2,500 lbs.
c/o CBSL, Fort Simpson, NT for furtherance to:	
John Doe 123 Any Street Town NT X00 000	Telephone: (867) 123-4567

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21. DEMURRAGE

Shippers, Consignees or Owners of cargo who detain vessels and/or barges for unloading or loading purposes beyond the applicable free time allowance will be assessed demurrage charges..

a. Notification of Arrival

To the extent possible, Shippers or Consignees will be given twenty-four (24) hours prior notice of arrival of vessels and barges(s).

b. Application

After expiry of free time allowance, demurrage will be chargeable for each type of vessel and/or barge on the basis of a prorated rate per day (PDPR) until the vessel(s) and/or barge(s) are released.

c. Free Time Allowance

Free time will commence immediately after the vessel and/or barge(s) have been positioned for unloading or loading. Once started, free time will continue uninterrupted.

Free time, for loading and discharge of deck cargo, will be based upon a loading and discharge rate of 65 short tons (2000 lbs.) per hour.

d. Demurrage Charges

After expiry of free time allowance, demurrage is chargeable for those vessels and/or barges not released to CBSL for removal. The following rates will apply:

<u>Vessel/Barge Type</u>	<u>Rate Per Hour</u>
400 series barge	\$ 200.00
800 series barge	\$ 400.00
Vessels up to 800 HP	\$ 450.00
Vessels 801 HP to 1450 HP	\$ 750.00

e. Other Conditions

- i. All vessels and barges must be released back to CBSL in sufficient time to permit the return of the equipment to its home port terminal by end of the navigation season.
- ii. The willingness of a Shipper or Consignee to pay demurrage carries no contractual rights to retain a vessel or barge.
- iii. The Master of the vessel will advise CBSL of the time and location of vessels and barges spotted for loading and/or discharge and record this in the ship's log. CBSL will, as soon as practicable thereafter, so advise the Shipper or Consignee of the expiry of "free time" for each vessel and/or barge.
- iv. Off-season charter of barges for storage or other purposes may be arranged by contacting CBSL prior to the end of the navigation season.

22. BACKHAUL OR SOUTHBOUND CARGO

Freight and all other charges on backhaul or southbound cargo must be prepaid to final destination.

Where backhaul or southbound cargo is consigned to a connecting carrier, the connecting carrier's charges must be either prepaid or CBSL must be provided with evidence that appropriate credit arrangements have been made with either the connecting carrier or CBSL. Any cargo arriving at CBSL's terminal without prepaid connecting carrier charges or appropriate credit arrangements for payment of these charges, will be held at CBSL's terminal until the Shipper, Owner or Consignee of the cargo has prepaid the cargo to final destination.

23. LIGHTERING

In the event that lightering is required either to load or off-load cargo as a result of shallow water conditions, an additional charge, negotiated by pre-arrangement with CBSL, will be made upon the cargo. CBSL will not be bound to lighter cargo but, in any event, lightering will be provided by CBSL subject to availability of suitable equipment.

24. TAXES AND SURCHARGES

Any and all sales and other taxes, including the Goods and Services Tax, which CBSL is required by law to collect in respect of the transportation of cargo or other related services shall be addition to freight charges and all other applicable charges for storage, handling, cooperage and baling, unitizing, special services, terminal wharfage, lightering, etc. as contained in this tariff. CBSL may, in accordance with the requirements of applicable tax legislation, increase its freight rates and charges for other services by an amount sufficient to cover the sales or other taxes, otherwise, add the applicable sales or other taxes as a separate charge on its invoices. CBSL shall be responsible for remitting to the government any such sales and other taxes on transportation and related services so collected in accordance with applicable legislation.

CBSL reserves the right to implement fuel surcharges and other surcharges to recover incremental operating and mobilization costs resulting from low water, severe or unusual ice conditions and other force majeure hazards which may effect its ability to deliver cargo.

25. NON-SCHEDULED SERVICE

Service to non-scheduled destinations is by special arrangement only. CBSL shall not be bound to provide such service unless minimum cargo and/or revenue standards are guaranteed.