

**YOUNG BROTHERS, LLC**  
**(formerly YOUNG BROTHERS, LIMITED)**

**LOCAL FREIGHT TARIFF NO. 5-A**

**CONTAINING**

**RULES, REGULATIONS, RATES AND CHARGES**

**FOR THE**

**TRANSPORTATION OF COMMODITIES AND CONTAINERS**

**BETWEEN**

**OAHU**

**AND**

**NEIGHBOR ISLANDS**

**WITHIN THE STATE OF HAWAII**

**ISSUED: June 17, 2008**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS, \* PIER 40, \* HONOLULU, \* HAWAII \* 96817**

**CHECK SHEET**

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**ISSUED: August 27, 2020**

**EFFECTIVE: July 1, 2025**

**ISSUED BY: Kris N. Nakagawa**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

**SAILING SCHEDULES, RECEIVING, AND DELIVERY TIMES**

Times published herein are approximate and deviations may occur due to inclement weather or other causes beyond the carrier's control. Where delays occur, deliveries will be made with reasonable dispatch.

**HILO, HAWAII**  
**Pier 2**

**OFFICE HOURS:**  
**RECEIVING AND**  
**DELIVERY**  
**HOURS:**

Posted at port office

Posted at port office

**HONOLULU TO HILO**

**BARGE SAILS:**  
**BARGE ARRIVES:**

Tuesday (pm), Saturday (pm)

Thursday (am), Monday (am)

**HILO TO HONOLULU**

**BARGE SAILS:**  
**BARGE ARRIVES:**

Monday (pm), Thursday (pm)

Wednesday (pm), Saturday  
(pm)

**ISSUED: August 27, 2020**

**EFFECTIVE: March 19, 2025**

**ISSUED BY: Kris N. Nakagawa**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

**SAILING SCHEDULES, RECEIVING, AND DELIVERY TIMES**

Times published herein are approximate and deviations may occur due to inclement weather or other causes beyond the carrier's control. Where delays occur, deliveries will be made with reasonable dispatch.

**KAWAIHAE, HAWAII  
Pier 1**

**OFFICE HOURS:  
RECEIVING AND  
DELIVERY  
HOURS:**

Posted at port office

Posted at port office

**HONOLULU TO KAWAIHAE**

**BARGE SAILS:  
BARGE ARRIVES:**

Monday (midday), Thursday (am)  
Tuesday (am), Friday (am)

**KAWAIHAE TO HONOLULU**

**BARGE SAILS:  
BARGE ARRIVES:**

Tuesday (pm), Friday (pm)  
Wednesday (midday), Saturday  
(am)

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS\* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## SAILING SCHEDULES, RECEIVING, AND DELIVERY TIMES

Times published herein are approximate and deviations may occur due to inclement weather or other causes beyond the carrier's control. Where delays occur, deliveries will be made with reasonable dispatch.

### KAHULUI, HAWAII Pier 2

**OFFICE HOURS:** Posted at port office  
**RECEIVING AND  
DELIVERY  
HOURS:** Posted at port office

### HONOLULU TO KAHULUI

**BARGE SAILS:** Monday (pm), Wednesday (pm),  
and Thursday (pm)  
**BARGE  
ARRIVES:** Tuesday (am), Thursday (am), and  
Friday (am)

### KAHULUI TO HONOLULU

**BARGE SAILS:** Tuesday (pm), Thursday (pm), and  
Friday (pm)  
**BARGE  
ARRIVES:** Wednesday (am), Friday (am),  
Saturday (am)

#### NOTE:

Pursuant to Decision and Order filed April 27, 2009, in Docket No. 2009-0062, this sailing schedule incorporates the mitigation measures set forth in Exhibit A of the Stipulation on Settlement of all Issues in the Proceeding of Young Brothers and the Division of Consumer Advocacy filed April 20, 2009, a copy of which is set forth on pages 4A and 4B of this Tariff.

**ISSUED: August 24, 2020**

**EFFECTIVE: March 19, 2025**

**ISSUED BY: Kris N. Nakagawa  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

<p align="center"><b>Steps to address issues of <i>COST</i> and <i>CATTLE STRESS</i></b>  <b>raised by persons shipping or planning to ship cattle from Maui to Molokai</b>  <b><i>for the period from April 1, 2009 to July 31, 2009</i></b>  <b>(To be taken if PUC approves pending application to change Maui County sailing schedule, including elimination of “Molokai stopover” between Kahului and Honolulu)</b></p>	
<b>Need Stated by Cattlemen:</b>	<b>Action to be Taken</b>
<p>1. The schedule, as proposed by YB, includes a Friday departure from Maui, a Saturday arrival in Honolulu, a Sunday departure from Honolulu and a Monday arrival in Molokai. We refer to this schedule in this table as the “<b>Regular Schedule</b>”. As stated in particular by Brendan Balthazar of Diamond B Ranch, he wants to reduce the time between the cattle’s departure from Maui and the arrival in Molokai during the time that he is building up his herd on Molokai through the end of July 2009. <u>Mr. Balthazar asks “to give the cattle a morning arrival and an evening departure.”</u></p> <p>The other rancher that intends to use Molokai Ranch lands, Jerry Sakugawa, has already established his herd on Molokai.</p>	<p>1. During the period between May 1, 2009 and July 31, 2009, YB will arrange for seven sailings that include a Friday departure from Maui, a <i>Saturday morning arrival in Honolulu</i>, a <i>Saturday evening departure from Honolulu</i> and a <i>Sunday morning arrival in Molokai</i> (the “<b>Expedited Schedule</b>”) as requested by Mr. Balthazar. The Expedited Schedule includes substantial additional expense for YB as it requires calling out a work crew on a Sunday to unload and make available the cattle for pick-up. The dates of the Expedited Schedule will be:</p> <p>May __, 2009 and May __, 2009</p> <p>June __, 2009, June __, 2009 and June __, 2009</p> <p>July __, 2009 and July __, 2009</p> <p>Please note: Because of the substantial additional expense of the Expedited Schedule and the arrangements that must be made to accommodate it, the shipper must contact Keith Kiyotoki one week prior to the shipment date to confirm that the shipper intends to ship cattle and to provide YB with number/size of containers. If no Maui rancher provides YB with one week notice that such rancher intends to ship cattle on the specified date, then YB will maintain the Regular Schedule.</p> <p>As stated above, the availability of the Expedited Schedule will end on the last Saturday of the month of July 2009.</p> <p>[Note: We have left blanks for the seven specific dates and intend to work out these specific dates with the Maui Cattlemen’s Association.]</p>
2. Arrangements in Honolulu must avoid any need for trucking cattle off of harbor premises in Honolulu.	2. As noted in Action #1 above, there will be no need to truck the cattle off of the harbor premises in Honolulu.
3. Customer’s caretaker or tender needs to access cattle in Honolulu to feed and water.	3. Young Brothers staff will arrange to provide customer’s caretaker or tender access on Saturday.
4. Caretaker in Honolulu needs access to water that may be hosed into cattle container	4. Young Brothers staff will make available access to water source at Pier 40 (where <i>Kamaluhia</i> will be berthed).
5. Need to avoid additional cost of transshipment.	5. Young Brothers transshipment fees will be waived for one year (for the period between April 1, 2009 and April 1, 2010).
6. Need to mitigate other additional costs that may be incurred by HNL stopover, such as costs of caretaker/tender, additional feed & possible other costs.	6. Young Brothers will offset such costs to each Maui rancher (with a lease or right to use pasture land on Molokai) in the amount of \$150 per day for each Saturday that such shipper’s cattle remain in YB’s Honolulu yard during the period between May 1, 2009 and July 31, 2009.
<p><b>ISSUED: April 27, 2009</b> <span style="float: right;"><b>EFFECTIVE: January 1, 2019</b></span></p>	
<p align="center"><b>ISSUED BY: Sandra W. Larsen</b>  <b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817</b></p>	

<p align="center"><b>Steps to address issues of <i>COST</i> and <i>CATTLE STRESS</i></b>  <b>raised by persons shipping or planning to ship cattle from Maui to Molokai</b>  <u><b>beginning August 1, 2009</b></u>  <b>(To be taken if PUC approves pending application to change Maui County sailing schedule, including elimination of "Molokai stopover" between Kahului and Honolulu)</b></p>	
<b>Need Stated by Cattlemen:</b>	<b>Action to be Taken</b>
1. Cattle must be in a covered and ventilated area during Honolulu stopover	<p>1. While cattle are in Honolulu, Young Brothers will place cattle container in the covered portion (the "house") of the barge <i>Kamaluhia</i> (or a similar barge with a similar house), pending the departure to Molokai.</p> <p>Please note: Because of the arrangements that must be made to accommodate this action, we ask that the shipper contact Keith Kiyotoki one week before shipment to confirm dates and number/size of containers. YB has put no expiration date on this action, but will review all of the arrangements stated in this table with the Maui Cattlemen's Association annually with a target of January of each year.</p>
2. Arrangements in Honolulu must avoid any need for trucking cattle off of harbor premises.	2. As noted in Action #1 above, there will be no need to truck the cattle off of the harbor premises
3. Customer's caretaker or tender needs to access cattle in Honolulu to feed and water.	3. Young Brothers staff will arrange to provide customer's caretaker or tender access on Saturday and Sunday. YB has put no expiration date on this action, but will review all of the arrangements stated in this table with the Maui Cattlemen's Association annually with a target of January of each year.
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5. Need to avoid additional cost of transshipment.	5. Young Brothers transshipment fees will be waived for the period between April 1, 2009 and April 1, 2010).
6. Need to accommodate cattle being shipped to the Molokai Slaughterhouse.	6. We understand that there will be three herds established on Molokai (the Diamond "B" herd, the Sakugawa herd and the former Molokai Ranch herd now held by Jimmy Duvauchelle). If there is a need for cattle to be shipped specifically to the Molokai Slaughterhouse, which we understand is a County facility, we will work with the County and ensure that there is no additional expense to the County that results from a lack of a direct barge sailing from Maui to Molokai. As long as this County slaughterhouse remains active, we will meet and review annually, with the appropriate County official, the arrangements necessary to accommodate the slaughterhouse (with a target of January of each year of this meeting).
<p><b>ISSUED: April 27, 2009</b> <span style="float: right;"><b>EFFECTIVE: January 1, 2019</b></span></p> <p align="center"><b>ISSUED BY: Sandra W. Larsen</b>  <b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817</b></p>	

**SAILING SCHEDULES - RECEIVING AND DELIVERY TIMES**

Times published herein are approximate and deviations may occur due to inclement weather or other causes beyond the carrier's control. Where delays occur, deliveries will be made with reasonable dispatch.

**KAUNAKAKAI, MOLOKAI**  
**Kaunakakai Harbor**

**OFFICE HOURS:** Posted at port office  
**RECEIVING AND DELIVERY HOURS:** Posted at port office

**HONOLULU TO KAUNAKAKAI**

**BARGE SAILS:** Sunday (pm), \*Tuesday (pm)

**BARGE ARRIVES:** Monday (am), Thursday (am)

**KAUNAKAKAI TO HONOLULU**

**BARGE SAILS:** Monday (pm), Wednesday (pm)

**BARGE ARRIVES:** Tuesday (am), Thursday (am)

\*Via Kaumalapau

**NOTE:**

Pursuant to Decision and Order filed April 27, 2009, in Docket No. 2009-0062, this sailing schedule incorporates the mitigation measures set forth in Exhibit A of the Stipulation on Settlement of all Issues in this Proceeding of Young Brothers and the Division of Consumer Advocacy filed April 20, 2009, a copy of which is set forth on pages 4A and 4B of this Tariff.

**ISSUED: August 27, 2020**

**EFFECTIVE: March 19, 2025**

**ISSUED BY: Kris N. Nakagawa**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**



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<p><b>ISSUED: April 27, 2009</b> <span style="float: right;"><b>EFFECTIVE: January 1, 2019</b></span></p>	
<p align="center"><b>ISSUED BY: Sandra W. Larsen</b>  <b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817</b></p>	

<p align="center"><b>Steps to address issues of <i>COST</i> and <i>CATTLE STRESS</i></b>  <b>raised by persons shipping or planning to ship cattle from Maui to Molokai</b>  <b><u>beginning August 1, 2009</u></b>  <b>(To be taken if PUC approves pending application to change Maui County sailing schedule, including elimination of “Molokai stopover” between Kahului and Honolulu)</b></p>	
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<p><b>ISSUED: April 27, 2009</b> <span style="float: right;"><b>EFFECTIVE: January 1, 2019</b></span></p> <p align="center"><b>ISSUED BY: Sandra W. Larsen</b>  <b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817</b></p>	

## SAILING SCHEDULES, RECEIVING, AND DELIVERY TIMES

Times published herein are approximate and deviations may occur due to inclement weather or other causes beyond the carrier's control. Where delays occur, deliveries will be made with reasonable dispatch.

**KAUMALAPAU, LANAI**  
**Kaunalapau Harbor**

**OFFICE HOURS:** Posted at port office  
**RECEIVING AND**  
**DELIVERY**  
**HOURS:** Posted at port office

**HONOLULU TO**  
**KAUMALAPAU**

**BARGE SAILS:** Tuesday (pm)  
**BARGE ARRIVES:** Wednesday (am)

**KAUMALAPAU TO**  
**KAUNAKAKAI**

**BARGE SAILS:** Wednesday (pm)  
**BARGE ARRIVES:** Thursday (am)

**ISSUED:** August 27, 2020

**EFFECTIVE:** March 19, 2025

**ISSUED BY:** Kris N. Nakagawa  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

**SAILING SCHEDULES, RECEIVING, AND DELIVERY TIMES**

Times published herein are approximate and deviations may occur due to inclement weather or other causes beyond the carrier's control. Where delays occur, deliveries will be made with reasonable dispatch.

**NAWILIWILI, KAUAI**  
**Pier 3**

**OFFICE HOURS:** Posted at port office  
**RECEIVING AND**  
**DELIVERY**  
**HOURS:** Posted at port office

**HONOLULU TO**  
**NAWILIWILI**

**BARGE SAILS:** Monday (pm), Thursday (pm)  
**BARGE**  
**ARRIVES:** Tuesday (am), Friday (am)

**NAWILIWILI TO**  
**HONOLULU**

**BARGE SAILS:** Tuesday (pm), Friday (pm)  
**BARGE**  
**ARRIVES:** Wednesday (pm), Saturday (pm)

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

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<b>ISSUED: October 15, 2014</b>		
<b>EFFECTIVE: January 1, 2019</b>		
<b>ISSUED BY: Sandra W. Larsen</b> <b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817</b>		

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ISSUED: May 6, 2011

EFFECTIVE: January 1, 2019

ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40\* HONOLULU \* HAWAII \* 96817

**INDEX OF PORTS OF CALL FROM AND TO WHICH RATES APPLY**

**BETWEEN HONOLULU AND**

HAWAII COUNTY PORTS

Hilo, Hawaii  
Kawaihae, Hawaii

MAUI COUNTY PORTS

Kahului, Maui  
Kaunakakai, Molokai  
Kaunapau, Lanai

KAUAI COUNTY PORTS

Nawiliwili, Kauai

**EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS**

<b>[A]</b>	Addition	<b>LCL</b>	Less than Container Load
<b>[C]</b>	Change in wording that results in neither an increase nor decrease in rates or charges	<b>Lbs.</b>	Pounds
<b>[I]</b>	Increase in rates or charges	<b>N.O.I.</b>	Not otherwise indicated by name
<b>[R]</b>	Reduction in rates or charges	<b>N.O.S.</b>	Not otherwise specified in this tariff
<b>B/L</b>	Bill of Lading	<b>OD</b>	Outside Dimension
<b>Bdft.</b>	Board Foot	<b>ORM</b>	Other Regulated Material
<b>C.L.</b>	Container Load	<b>S/L/C</b>	Shipper's Load and Count
<b>Cuft</b>	Cubic Feet	<b>TEU</b>	Twenty-foot Container Equivalent Unit
<b>GBM</b>	Gross Board Measurement	<b>VIZ</b>	Namely
<b>ID</b>	Inside Dimension	<b>W/M</b>	Per 2,000 pounds or 40 cubic feet (a revenue ton)
<b>K.D.</b>	Knocked Down		

**ISSUED: December 19, 2008**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## DEFINITION AND EXPLANATION OF TERMS AND REFERENCES

**CARRIER** means Young Brothers.

**CARRIER'S CONVENIENCE** means that Carrier may at its discretion for good cause transport or receive a shipment on the basis of availability of space.

**CHASSIS** means a wheeled frame designed to carry demountable containers.

**CONTAINER** or **FLATRACK** or **PLATFORM** means a rigid, non-disposable, returnable, cargo carrying device without chassis, enclosed or otherwise and designed to withstand the normal strains of ocean transportation including the stacking stress of twice the equivalent weight capacity to top and/or bottom stow and, having proper fittings to accommodate Carrier's mechanical handling and having overall dimensions and specifications of:

<u>Minimum Length</u>	<u>Width</u>	<u>Maximum height (without chassis)</u>
20 feet	8 feet	9 feet 6 inches

**PACKAGE** is any piece, shipping unit, machine or article of any description, whether or not enclosed or boxed in whole or in part, except goods shipped in bulk. In the case of goods carried in containers, vans, trailers or flatracks, the word package shall mean the container, van, trailer or flatrack.

**PERISHABLE** and **PERISHABLE FREIGHT** means cargo which because of its inherent nature will deteriorate, ripen or mature over a short period of time.

**POINT OF ORIGIN** means Carrier's location at which goods are physically received for transportation.

**POINT OF DESTINATION** means Carrier's location at which goods are delivered.

**REFRIGERATED CARGO** means perishable cargo which because of its inherent nature will either deteriorate or be likely to deteriorate unless carried in temperature controlled containers or shipping units.

**RO/RO** means equipment or units capable of being ROLLED ON and OFF a vessel in lieu of being lifted on and off.

**SHIPMENT** means an offering of a quantity of goods tendered to Carrier by one shipper on one Bill of Lading at one point of origin at one time for delivery to one consignee at one point of destination.

**TRAILER** means a wheeled vehicle without a power unit on which cargo or containers may be placed; generally equipped with a platform or flatbed for storage of cargo.

**TRANSSHIPMENT** means the transfer of cargo between two ports other than Honolulu.

**VAN** means a rigid, non-disposable, returnable, cargo carrying device without wheels, enclosed and having between 80 cubic feet and 680 cubic feet. The van must be suitable for mechanical forklift handling and constructed to allow another top load.

**YOUNG BROTHERS** means "Young Brothers, LLC (formerly Young Brothers, Limited)"

ISSUED: May 6, 2011

EFFECTIVE: January 1, 2019

ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817



## **RULES AND REGULATIONS**

For explanation of Abbreviation and Reference Marks, see page no. 10

**ISSUED: October 10, 1995**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## **RULES AND REGULATIONS**

### **APPLICATION OF RATES – GENERAL**

**RULE NO.**  
**10**

- A. Except as otherwise provided, all rates will apply to the transportation of property for compensation on vessels from the port of origin to place of rest at the port of destination. See Rules No. 21 (Acceptance At or Delivery to Non-Agent Ports) and 180 (Transshipments).
- B. All rates set forth in this tariff are in currency of the United States. Rates are expressed in dollars and cents.
- C. All freight is carried only in accordance with the terms and conditions regarding Carrier's liability on the Bill of Lading issued by Carrier and as set forth in Rule No. 200 (General Terms and Conditions) of this tariff. Copies may be inspected or obtained at any offices of Young Brothers, Limited. See Rules No. 20 (Acceptance of Shipment for Transportation) and 130 (Restricted Articles).
- D. Commodity rates herein are specific and do not apply to analogous articles. In absence of a specific commodity rate in this tariff, the Cargo, N.O.S. rate will apply. Also see Rule No. 80 (Lowest Rate Applicable).
- E. Freight charges must be prepaid or guaranteed on any shipment that in the judgment of Carrier, would not at forced sale, bring the amount of the freight charges at destination. Freight charges, whether prepaid or collect, are subject to revision if billed rate, measurement or weight is found to be incorrect. See Rules No. 110 (Overcharge) and 115 (Payment of Freight and Related Charges).
- F. For application of Minimum Bill of Lading charges, see Rule No. 100 (Minimum Charge).
- G. Except as otherwise provided, all rates and charges named in this tariff shall be on a weight or measurement basis, whichever provides the greater revenue and are subject to Rule No. 155 (Shipping Weights or Measurements). Also see Rules No. 12 (Application of Palletized Cargo Rates) and 165 (Shipper's Load and Count).
  - 1. When freight is moving on weight basis, it shall be on the actual gross weight including packaging and shall be rated per ton of 2,000 pounds.
  - 2. When freight is moving on a measurement basis, it shall include the three greatest outside dimensions of each package, piece or other freight unit (including pallet) as tendered by shipper and shall be rated on a basis of 40 cubic feet.

**ISSUED: December 19, 2008**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### APPLICATION OF RATES – GENERAL (continued)

### RULE NO.

10

- H. Packages containing different articles will be charged at the rate applicable to the highest rated article in the package. Articles which have been combined or attached to each other will be charged at the rate applicable to the highest rated article of the combination.
- I. Commodity rates set forth in this tariff do not include demurrage, storage, lighterage, transfer, trucking, wharfage, Hawaii General Excise Tax or other taxes and fees applicable to Carrier, Marine Cargo Insurance, or other port charges that are levied against the cargo. See Rules No. 25 (Accessorial Services), 60 (Taxes), 90 (Marine Cargo Insurance), and 185 (Wharfage Charge).
- J. Unless otherwise provided in individual items of the tariff, all shipments will be assessed an additional charge for Marine Cargo Insurance. See Rule No. 90 (Marine Cargo Insurance).
- K. Single shipments from/to multiple shippers/consignees shall not be combined or billed as one shipment. Each must be carried as a separate shipment.
- L. Unless otherwise provided, flatracks, including shipper's flatracks, shall be rated at the appropriate container rate. Platform shipments shall be rated at a minimum rate of \$449.02 for 20-foot platforms and at a minimum rate of \$890.72 for 40-foot platforms.

ISSUED: August 24, 2020

EFFECTIVE: July 1, 2025

ISSUED BY: Kris N. Nakagawa  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817

## RULES AND REGULATIONS

### **APPLICATION OF RATES: VEHICLE AND OTHER RO/RO EQUIPMENT**

### **RULE NO.**

**11**

- A. The registered weight of a vehicle, together with its dimensions, shall determine the applicable rate. Shipper is required to present Carrier with the registration or ownership certificate that indicates vehicle weight or a certified weigh master's certificate.
- B. Vehicles over 6,500 pounds and all other roll on/roll off equipment: Rates will be assessed according to measurements taken by Carrier at the applicable commodity rate.
- C. Measurements will be based on the greatest overall dimensions, including bumpers, hitch, other fittings or articles extending beyond the body of the vehicle.

### **APPLICATION OF PALLETIZED CARGO RATES**

### **RULE NO.**

**12**

When cargo is delivered to the Carrier in palletized loads in accordance with the conditions of this rule, the appropriate palletized rates will apply.

#### **Condition:**

- A. When shipments are rated on a weight basis, the weight of the cargo on pallet shall not be less than 2,000 pounds and when rated on a measurement basis, the measurement of the cargo shall not be less than 40 cubic feet.
- B. Cargo on pallets shall consist of only one mark, consigned from one shipper to one consignee at one port of discharge and accepted at shipper's load and count. See Rule No. 95 (Marking) and 165 (Shipper's Load and Count).

#### **Definition:**

- A. Pallet or Skip: A flat portable platform so constructed to sustain the load thereon and constructed in a manner to permit lifting by a forklift.
- B. Palletized Cargo: A consolidation of shipping packages or pieces secured to a pallet or skip. Palletized cargo must be sufficiently wrapped, banded, and/or secured to a pallet in such a manner to be capable of withstanding normal forklift handling and the normal strain of ocean transportation. Packages or pieces should not extend or protrude beyond the limits of the pallet. See Rule No. 130 (Restricted Articles).

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### ACCEPTANCE OF SHIPMENT FOR TRANSPORTATION

RULE NO.  
20

All shipments are accepted for transportation only when the Rules and Regulations of this tariff or other tariffs and all laws, ordinances and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper, consignee, and owner of cargo. By tendering the shipment, shipper represents compliance to the best of shippers knowledge.

Any shipment accepted for transportation that results in additional expense of any kind, including damage claims to the Carrier, because the Rules and Regulations of this tariff or other tariffs and any laws, ordinances, and other governmental rules and regulations governing the transportation thereof have not been complied with, shall be paid by the shipper or consignee of the cargo. See Rule No. 25 (Accessorial Services)

### ACCEPTANCE AT OR DELIVERY TO NON-AGENT PORTS

RULE NO.  
21

Cargo will be accepted at or delivered to piers in Pearl Harbor, Barbers Point, or Honolulu Harbor other than Carrier's facility, or alongside other Carrier's vessels, at the request of the shipper or consignee, subject to prior arrangement with Carrier and the following conditions:

- A. Vessel is available;
- B. Pier is available if required;
- C. Weather conditions are suitable;
- D. Carrier's extra expense will be charged against the party requesting such acceptance or delivery in addition to all other applicable charges. Such expenses may include, but are not limited to:
  - 1. Vessel hire for day of loading, if loaded on a day other than the day of sailing or discharging if discharged on a day other than the day of arrival;
  - 2. Vessel demurrage from day of loading to day of sailing from the last Oahu port or from day of arrival at the first Oahu port to day of discharge;
  - 3. Charges to shift vessel;
  - 4. Cost of mobilizing equipment and personnel and of demobilizing equipment and personnel from the loading or discharging point.
  - 5. Charges for motor transportation by certified motor common carrier if, at Carrier's option, such service is substituted for water transportation between Carrier's regular facilities and the requested location.
- E. The delivery of all shipments consigned to ports other than Carrier's regular facility shall be deemed complete upon deposit of the goods on the wharf, lighters or landing in the customary manner without notice of arrival to the consignee.

ISSUED: May 6, 2011  
2019

EFFECTIVE: January 1,

ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817

## RULES AND REGULATIONS

### ACCESSORIAL SERVICES

RULE NO.  
**25**

Except as otherwise specifically provided, accessorial services incidental to the transportation of goods, and not included in the rates named in this tariff such as marking, sorting, segregating, restowing, or repackaging, which at the request of shipper or consignee, may be performed by Young Brothers, at Carrier's option subject to availability, and shall be charged at the customary terminal service rate, subject to a minimum charge of one-half hour per man.

Special materials, equipment or services required to safely handle cargo must be furnished by shipper or consignee, or if furnished by Carrier, the cost thereof shall be for shipper or consignee of the cargo.

### BILLS OF LADING NON-NEGOTIABLE ONLY

RULE NO.  
**30**

All shipments must be made by Non-Negotiable Bills of Lading and shippers are notified that the consignment of goods under a Bill of Lading with draft attached will not insure payment of the draft before delivery of the goods to the consignee. Shippers who require payment for goods before relinquishment to the buyer should consign them to an agent or correspondent bank.

### BOOKING OF SHIPMENTS

RULE NO.  
**35**

The following types of cargo must be booked sufficiently in advance so that Carrier may afford prompt service: vehicles, Ro/Ro, containers, flatracks, platforms, livestock, shipments offered in volume quantities, explosives class 1.1, 1.2 and 1.5, and cargo where permitting is required.

All other cargo does not require booking and will be accepted and shipped on a space available basis

ISSUED: May 6, 2011

EFFECTIVE: January 1, 2019

ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817

## RULES AND REGULATIONS

### CARRIER FURNISHED CONTAINER/VAN SPECIFICATIONS

**RULE NO.**  
**40**

**A. Container Specifications (Outside):**

	<u>Length</u>	<u>Width</u>	<u>Height</u>	<u>Maximum Gross Weight (Lbs.)</u>
Dry Cargo	20 ft	8 ft	8 ft 6 in.	52,900
Dry Cargo	40 ft	8 ft	8 ft 6 in.	67,200
Flatrack	20 ft	8 ft	8 ft 6 in.	40,000
Platform	20 ft	8 ft		40,000
Refrigerated	20 ft	8 ft	8 ft 6 in.	52,900
Refrigerated	40 ft	8 ft	8 ft 6 in.	67,200
Refrigerated	40 ft	8 ft	9 ft 6 in.	67,200

**B. Van Specifications (Outside):**

	<u>Length</u>	<u>Width</u>	<u>Height</u>	<u>Maximum Gross Weight (Lbs.)</u>
Type G	5 ft 8 in.	7 ft. 1 in.	6 ft. 8 in.	8,000

**NOTE:**

1. Container and contents exceeding 60,000 pounds shall be subject to assessment under Rule No. 70 (Heavy Pieces).
2. Load within the container must be evenly distributed and secured against movement.

### ELECTRICAL SERVICE

**RULE NO.**  
**45**

Shipments in shipper furnished refrigerated containers requiring electrical support can be supplied with electrical service (230 volts, 3 phase only) at shipper's request. This service includes making the electrical connection, the electrical support for that leg of the voyage and the breaking of the electrical connection.

Carrier neither guarantees the maintenance of a given operating temperature within the refrigerated container nor will Carrier set or adjust the regulation of the temperature within the container.

Carrier will not be responsible for any mechanical malfunction of the refrigerated container. If a malfunction occurs while in Carrier's possession, Carrier will employ reasonable efforts to notify shipper immediately.

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### **FREE TIME FOR CARRIER EQUIPMENT AND DETENTION CHARGES**

**RULE NO.**  
**50**

- A.** Containers, flatracks, platforms, chassis, trailers, vans, or a combination thereof may be removed from Carrier's facility by a shipper or its agent for loading shipments that are scheduled for a sailing, or by a consignee or its agent for shipments discharged from a sailing, subject to the provisions in Rule No. 75 (Liability for Carrier's Equipment in Shipper's or Consignee's Possession) and the following:
1. Carrier's equipment must be returned to Carrier's facility in a clean and usable condition.
  2. For the port of Honolulu, Carrier's equipment must be returned to Carrier's facility not later than 2 business days following the day of removal.
  3. For all neighbor island ports, Carrier's equipment must be returned to the Carrier's neighbor island facility not later than 3 business days following the day of removal.
  4. When Carrier's equipment is out-gated as a full straight-load shipment and is returned to any of the Carrier's facilities as another full straight-load shipment, by the same shipper, consignee, or agent of the first shipment, the authorized free time period will be extended to 4 business days following the day of removal and detention charges will be assessed from the fifth business day.
  5. When equipment is detained beyond the authorized free time periods specified above, the following detention charges will be assessed for each calendar day in excess of the authorized free time period, including Saturdays, Sundays, and Holidays.

<u>Equipment Detention charges</u>	<u>Charges per day</u>	
	<u>First 3 Days</u>	<u>Thereafter</u>
a. 20 foot dry containers, flatrack, platforms or trailers	\$ 57.17	\$ 85.78
b. 20 foot refrigerated containers	\$ 85.78	\$ 128.66
c. Vans	\$ 35.43	\$ 53.15
d. 40 foot dry containers, flatracks, platforms or trailers	\$ 64.83	\$ 97.26
e. 40 foot refrigerated containers	\$ 122.72	\$ 184.08

- B.** Shipper or consignee, or agent thereof, is prohibited from using Carrier's equipment for private business not directly connected with the transportation of goods to and from Carrier's facility. When unauthorized use is found, the free time otherwise applicable will not apply and the detention charges herein will be doubled and assessed from the time the equipment is removed from Carrier's facility. Carrier reserves the right to repossess such equipment and all costs associated will be for the shipper, consignee, owner or agent who removed the equipment.
- C.** All Carrier's equipment must be returned to the same Carrier facility from which removed. However, for the exception of returning empty equipment, consignee or its agent may, with Carrier's consent, deliver the empty equipment to another port and the responsibility of the consignee or its agent shall cease when the equipment is so delivered and a clean receipt thereof is acknowledged by Carrier. For the purpose of assessing detention charges, the date and time when equipment is accepted by the receiving port shall govern.
- D.** Detention charges will be for the shipper, consignee, owner, or agent of the cargo.
- E.** Carrier's equipment may not be transferred to any third party without Carrier's consent. Failure to obtain consent will result in the original party removing the equipment being held liable for all detention charges and liabilities, if any.
- F.** Carrier reserves the right to require a reasonable deposit for the purposes of ensuring return of the equipment and payment of any detention charges earned.

**NOTES:**

1. The term "business days" means all weekdays from Monday through, and including, Friday, but excluding any holidays.
2. The term "holidays" means those days listed on the Company's website at:  
<https://htbyb.com/holidayschedules/>

**ISSUED: December 20, 2017**

**EFFECTIVE: July 1, 2025**

**ISSUED BY: Kris N. Nakagawa**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**



## **RULES AND REGULATIONS**

### **FALSE DESCRIPTION**

**RULE NO.**  
**55**

When articles are shipped under false description, Carrier reserves the right to assess charges according to proper description of articles; also, penalties or fines that may be imposed upon Carrier relative to this Rule, will be for account of the shipper. Also see Rule No. 20 (Acceptance of Shipment for Transportation).

### **TAXES**

**RULE NO.**  
**60**

Except as otherwise provided in individual items of this tariff, the Hawaii General Excise Tax, as amended from time to time, and all other taxes imposed from time to time on Carrier with respect to services provided by Carrier in the nature of a public service company tax or similar tax on gross income, gross receipts, or gross proceeds of Carrier's business activities (but not including net income taxes), whether imposed by the State of Hawaii and/or any political subdivision thereof, will be assessed and recovered by Carrier in addition to the rates and charges named herein and shall be shown as a separate charge. The Hawaii General Excise Tax is not to be construed as a County, State or Federal Sales Tax.

### **HAZARDOUS CARGO**

**RULE NO.**  
**65**

Shipments of Dangerous Articles or Hazardous Materials will not be accepted for transportation except when certifications as required by law in 49CFR 172.204 are properly submitted with the Bill of Lading. See also Rule No. 130 (Restricted Articles).

- A. When shipment has been accepted by Carrier for transportation and subsequently an error is found in the required certification, packaging, or other lawful requirements, all damage, penalties or fines, actual or consequential, shall be for the account of the party required to provide such certification, packaging or other lawful requirements.
- B. When, as required by law, it is necessary to separate hazardous cargo from the original container to other containers to ensure safe movement on Carrier's vessel, such cargo will be considered a separate shipment and will be rated accordingly, and appropriate handling charges will also be assessed.
- C. The transportation of explosives, flammables and/or corrosive materials, compressed gasses, combustible liquids and other hazardous articles will be governed by the following regulations, as applicable:  
United States Code of Federal Regulations, 49 CFR Parts 100 to 199.
- D. Carrier will reject any hazardous cargo or hazardous waste that does not meet the Federal requirement for proper shipping papers, labeling or placarding, and packaging. Any additional expenses, fines or penalties for compliance with Federal regulations shall be borne by the shipper.

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### HEAVY PIECES

RULE NO.  
70

Except as specifically provided in individual items herein, all pieces of cargo weighing over 60,000 pounds shall be assessed \$98.22 per weight ton in excess of 60,000 pounds, in addition to regular tariff rates herein, subject to Exceptions and Notes below.

### EXCEPTIONS:

1. Carrier reserves the right to load and unload all items subject to this heavy weight charge. If shipper or agent loads and/or unloads at Carrier's request, Carrier will grant a 50% reduction of the charge.
2. Shipments moving between tow ports not on a regular schedule are subject to this heavy weight charge and will be assessed one and one quarter (1-1/4) times the above charge.
3. Any unit of cargo over 80,000 pounds will be accepted subject to pier limitation and equipment capability. Special handling charges of two times the above rate will be assessed for the weight ton-in-excess of 60,000.

### NOTE:

1. Where required by law, government permits must be secured in advance by shipper and/or consignee for all heavy pieces offered for shipment over State wharves or landings before cargo is accepted.

ISSUED: August 24, 2020

EFFECTIVE: July 1, 2025

ISSUED BY: Kris N. Nakagawa  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817

## **RULES AND REGULATIONS**

### **LIABILITY FOR CARRIER'S EQUIPMENT IN SHIPPER'S OR CONSIGNEE'S POSSESSION**

**RULE NO.**

**75**

- A. When Carrier's equipment (containers, flatracks, platforms, chassis, trailers, vans, or any combination thereof) is removed from its facility under Rule No. 50 (Free Time for Carrier Equipment and Detention Charges, shipper, including agent or hired trucker, in the case of shipments scheduled for loading to a sailing, or consignee, including agent or hired trucker, in the case of shipments discharged from a sailing shall indemnify and hold harmless Carrier against the following:
1. All loss or damage to such equipment and all liability for loss or damage to cargo arising out of shipper's or consignee's custody or use of the equipment, and
  2. All loss, damage, claims liability and expense, including attorney's fees, for injury or death to any persons or damage to the property of any persons arising out of shipper's or consignee's custody or use of the equipment.
- B. The obligation of shipper or consignee referred to herein shall also extend to injury or death to any persons and loss or damage to property arising out of the custody or use of the equipment by a third party, including drayage agent or independent contractor of shipper or consignee.
- C. Shippers and/or consignees, including agent or hired trucker removing equipment from Carrier's facility under Rule No. 50 shall procure and maintain during the entire period of such removal the following minimum insurance limits:
1. Business Auto Insurance  
Bodily Injury Liability . . . . . \$1,000,000 per occurrence  
Property Damage Liability . . . . . \$ 250,000 per accident  
Or Combined Single Limit . . . . . \$1,000,000 per occurrence
  2. Commercial General Liability Insurance  
Bodily Injury and Property Damage Liability  
Combined Single Limit . . . . . \$1,000,000 per occurrence
- Shippers and consignees, including agents or hired trucker who use Carrier's equipment under Rule No. 50 shall file with Carrier a "Certificate of Insurance" showing proof of the insurance required under this rule and naming Carrier as an additional insured on the policies.
- Equipment usage will be denied to those who fail to provide certification showing proof.
- D. Shipper and/or consignee, including agent or hired trucker shall be responsible at their own cost and expense for the cleaning and return of Carrier's equipment in reasonably acceptable condition, including the removal of all packing materials and debris, staples, tapes, nails, dunnage, waste matter, oil, liquids and other materials within Carrier's equipment.  
Failure to do so may result in cleaning by Carrier with all such costs to be for the account of the party who removed the equipment from Carrier's facility.
- E. Shipper, consignee or their agent or hired trucker shall also be responsible for reporting to Carrier any damage and/or malfunction of Carrier's equipment.

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## **RULES AND REGULATIONS**

### **LOWEST RATES APPLICABLE**

**RULE NO.**  
**80**

Whenever a class rate and a commodity rate are named between specified points, the lower of such rates is the lawful rate unless some combination of class rates or of commodity or of class and commodity rates makes an even lower rate.

### **LONG LENGTH**

**RULE NO.**  
**85**

- A. Except as otherwise provided in this tariff, all forkliftable pieces, packages or units over 30 feet in length, not on wheels, shall be subject to a charge of \$8.52 per unit of 10 feet or fraction thereof in excess of 30 feet with the sum of charges assessed to shipment on a revenue ton basis. The charge assessed is in addition to freight rates and other charges named in this tariff.
- B. Except as otherwise provided in this tariff, all Ro/Ro shipments, with or without cargo, in excess of 40 feet in length shall be subject to a charge of \$8.52 per unit of 10 feet or fraction thereof in excess of 40 feet with the sum of charges assessed to shipment on a revenue ton basis. The charge assessed is in addition to freight rates and other charges named in this tariff.
- C. Any shipment in excess of 60 feet will be accepted subject to facility and equipment limitations and subject to special handling charges of \$17.05 per revenue ton in addition to freight rates and other charges named in this tariff.

**ISSUED: August 24, 2020**

**EFFECTIVE: July 1, 2025**

**ISSUED BY: Kris N. Nakagawa**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### MARINE CARGO INSURANCE

RULE NO.  
90

Except as otherwise provided in this rule, all rates named in this tariff shall be subject to an additional charge of 97 cents per revenue ton for the institution of an insured Bill of Lading pursuant to Rule No. 195 (Insurance) (maximum insurance value of \$5,000 per piece, package, shipping unit or in case of cargo not shipped in packages, for any one bill of lading) and shown as a separate charge. Before shipment, if shipper declares in writing, full value in excess of \$5,000 on the face of the Bill of Lading, the basic marine cargo insurance charge for the commodity will be assessed plus 12.8 cents per \$100 or fraction thereof on the amount of the total declared value in excess of \$5,000.

#### EXCEPTIONS:

1. Container and flatrack/platforms 20 feet and over, on or off chassis, shall be assessed a charge of 46 cents per revenue ton.
2. Empty returns shall be assessed a charge of 32 cents per revenue ton.
3. Passenger automobiles shall be assessed a flat charge of \$6.40 per unit.
4. A minimum charge of one (1) revenue ton will be applied.

### MARKING

RULE NO.  
95

All shipments (pieces, packages, units) must be marked and displayed in bold, plain letters correctly, legibly, durably marked in permanent ink, and be clear and readable with name and address of consignee and destination.

All old marks and old reference to address or destination must be entirely removed. When marks of intended destination or consignee on any package, piece, unit or article is indistinct, confused or obliterated, Carrier may refuse the cargo.

ISSUED: May 6, 2011

EFFECTIVE: January 1, 2019

ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817

## RULES AND REGULATIONS

### MINIMUM CHARGE - PER BILL OF LADING

RULE NO.  
100

Except as otherwise provided in individual items of this tariff, the minimum freight charge per bill of lading will be \$91.79, provided that the minimum freight charge per bill of lading applicable to the islands of Molokai and Lanai will be \$83.59. The minimum freight charge does not include tax, wharfage, or insurance. All charges must be prepaid or guaranteed. Freight charges, on which prepayment is required, may on approval by Carrier, be forwarded on collect basis by the guarantee of shipper that all charges will be paid by consignee or owner of the cargo.

### ON DECK SHIPMENTS

RULE NO.  
105

All cargo may be carried on deck unless otherwise specified in this tariff, and Carrier shall not be required to give notice of such carriage nor to specially note, mark, or stamp any statement on the face of the bill of lading that the goods are on deck, even if it is customary to do so. Except in the case of negligence, Carrier shall not be liable for loss, damage or expense caused by or resulting from water or moisture damage. Shipper is responsible to make cargo weather resistant.

### OVERCHARGE OR ADJUSTMENT OF FREIGHT CHARGE

RULE NO.  
110

- A. Claims for adjustment of freight charges, if based on alleged error in classification and/or description will not be considered unless presented to Carrier in writing within three (3) years of the date of delivery or tender of delivery by Carrier, and not after.
- B. Claims for adjustments of freight charges, if based on alleged error in weight or measurements, must be made within seven (7) days after receipt of shipment. Re-weighing or re-measuring must be physically verified by Carrier. Such requests will not be considered if the goods shipped are covered by a standard weight/measurement agreement, in which case the weights or measurements as shown in the agreement shall govern. The result of such re-measurement or re-weighing will be submitted to Carrier for such further action as indicated.
- C. Any expense incurred by Carrier relative to investigation of claim, shall be borne by the party responsible for the error, or if no error be found, by the claimant.

ISSUED: August 24, 2020

EFFECTIVE: July 1, 2025

ISSUED BY: Kris N. Nakagawa  
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## **RULES AND REGULATIONS**

### **PAYMENT OF FREIGHT AND RELATED CHARGES**

**RULE NO.**  
**115**

The term PREPAID on Carrier's Bill of Lading does not indicate the freight and related charges have actually been paid by shipper. This indicates only that Carrier agrees in the first instance, to seek payment from shipper. If, for any reason, shipper fails to pay freight and related charges promptly, Carrier will also look to consignee for payment.

The term COLLECT on Carrier's Bill of Lading indicates only that Carrier agrees, in the first instance, to seek payment of freight and related charges from consignee. If for any reason, consignee fails to pay freight and related charges promptly, Carrier will also look to shipper for payment.

Shipper, as original contracting party, and consignee, by acceptance of the goods, become and remain severally liable for the freight charges until fully paid, notwithstanding any extension of credit by Carrier and delivery of goods at destination prior to collection of freight and related charges, and notwithstanding Bill of Lading notations as to amount paid by shipper or by consignee.

Freight and other charges earned by Carrier and any other expenses incurred by Carrier for the account of the goods are due and payable in full upon receipt of Carrier's invoice. Open accounts in accordance with Carrier's current policies, are available to qualifying commercial or government shippers upon application to Carrier.

1. Shipper or consignee must be able to demonstrate credit worthiness to the satisfaction of Carrier.
2. To those qualified, Carrier will extend credit for a period not to exceed thirty (30) days from date of the Carrier's invoice, subject to suspension or cancellation for failure to keep the account on a current basis within the meaning of these rules.
3. Shipper or consignee who has credit privileges suspended or canceled, will be required to pay cash as a condition of acceptance or carriage by Carrier of prepaid shipments. Such requirement shall continue until such time as said shipper or consignee is able to re-establish credit worthiness to Carrier's satisfaction.
4. In the event payment is not made when due, Carrier shall be entitled to charge to, and to recover from, shipper or consignee, all costs and expenses including reasonable attorney fees involved in collecting the overdue amount. All sums due shall bear interest at a rate of one percent (1%) per month from and after the date upon which the same become due and payable pursuant to the terms hereof until paid in full. Carrier reserves the right to terminate credit arrangements upon default in payment of any amount due. Claims for cargo insurance may not be used as an offset against any amount due. See Rule No. 200 (General Terms and Conditions), paragraph 9.
5. Whenever a check is returned by a financial institution as being "unable to be honored," Carrier shall assess the maker of the check the maximum fee allowable by law as a service and handling fee in addition to the amount due.

**ISSUED: May 6, 2011**

**EFFECTIVE: April 8, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### REFRIGERATED CARGO

**RULE NO.**  
**120**

Refrigerated freight will be accepted only at owner's risk of loss or damage due to delay, detainment, deterioration, ripening, spoilage or inherent vice. When unclaimed at the port of delivery, Carrier may at its option, dispose of the goods with or without notice, on such terms and conditions as reasonable, shipper waiving any proceeds from any sale less proper charges. Also see Rule No. 171 (Storage and Free Time – Refrigerated).

Carrier represents that the temperature controlled containers that it furnishes or utilizes are properly constructed and will operate in the manner for which they are designed and manufactured to operate, and beyond this, Carrier makes no further representation as to the performance of the container.

Carrier does not represent that its equipment will reduce the temperature of the cargo, rather, the temperature of the controlled containers are designed and manufactured to retain temperature during transit. Equipment and cargo must be pre-chilled before loading cargo.

Except as otherwise provided in this tariff, all perishable freight shipments of less than container load (LCL) will be transported in Carrier temperature controlled containers or units at the following standard thermostat setting:

Freezer	0 Fahrenheit or -17.8 Celsius
Chill	38 Fahrenheit or +3.3 Celsius

Carrier will not assume responsibility for loss or damage to goods resulting from lack of temperature protection during the period of transfer between shipper's and/or agent's possession to Carrier's equipment, nor during transfer from Carrier's equipment to consignee's and/or agent's possession.

**NOTE:**

1. Shipper is responsible for setting the thermostat temperature on full container load. Shipper and/or agent shall specify at time of shipment on Carrier's Bill of Lading and on the tag, the temperature setting in Fahrenheit or Celsius.

### RETURN CHARGES ON UNDELIVERED FREIGHT

**RULE NO.**  
**125**

If the lading, transshipment or general accomplishment of any cargo as covered by Bill of Lading is prohibited by governmental regulations, such cargo may be returned to point of origin at shipper's expense, or may be disposed of at Carrier's discretion in any manner not contrary to law, the proceeds, after deductions of freight and other charges, to be returned to shipper.

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**



## RULES AND REGULATIONS

### RESTRICTED ARTICLES

RULE NO.  
130

Except as otherwise provided herein, the following articles will not be accepted for transportation under this tariff. Also see Rule No. 20 (Acceptance of Shipment for Transportation).

- A. Freight not packed or crated in the sole opinion of Carrier in such a manner as to permit it being safely handled.
- B. Any cargo which because of its size, bulk or weight is beyond Carrier's capability to load or unload or cannot be safely handled unless advance arrangements are made with Carrier, and such extra cost to accomplish such loading and unloading will be for the account of shipper and/or consignee of cargo.
- C. Explosives and hazardous cargo for which shipping permit is required, dangerous or objectionable goods and hazardous waste will be accepted only after prior booking arrangements have been made with and accepted by Carrier. Carrier maintains the right to refuse to accept or transport any goods which in its sole judgment are objectionable or likely to injure the vessel, docks or other cargo, or for which in Carrier's sole judgment has no safe and suitable stowage, and only when such shipment meets all requirements for handling, stowage, and transportation of explosive and hazardous cargo for which shipping permit is required, dangerous or objectionable goods and hazardous waste are in accordance with the Dangerous Cargo Act and/or other governmental rules and regulations.
  - 1. Hazardous Cargo: Hazardous material or hazardous waste, as identified by any governmental rules and regulations, shall be accompanied by the Hazardous Material Certification or Hazardous Waste Manifest prescribed by governmental rules and regulations. Any additional expense to Carrier incurred because of the improper documentation of the hazardous cargo shall be paid by shipper. The packaging of hazardous cargo must meet the requirements established by the U.S. Department of Transportation. Any additional expense to Carrier because of improper packaging of hazardous cargo shall be paid by shipper. Also see Rule No. 65 (Hazardous Cargo).
- D. Freight, which because of its inherent vice, is likely to impregnate or otherwise damage Carrier's equipment or other cargo, will be carried on deck at Carrier's option, at owner's risk of loss or damage due to water, moisture or exposure.
- E. Live animals, fowl, birds or other creatures in Carrier furnished containers or vans.
- F. Bank bills, coin or currency, deeds, drafts, notes or valuable paper of any kind, jewelry, including costume or novelty, jewelry, precious metals or articles manufactured therefrom, precious stones, revenue stamps, works of art, antiques or other related or unrelated old, rare, or precious articles of extraordinary value, except when prior arrangements have been concluded with Carrier.
- G. Freight that requires ventilation or protection from heat or cold, except for freight moving in temperature controlled containers, vans or units.

ISSUED: May 6, 2011

EFFECTIVE: January 1, 2019

ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817

## **RULES AND REGULATIONS**

### **RE-CONSIGNMENT AND/OR TERMINATION OF SHIPMENT**

**RULE NO.**  
**135**

At any time subsequent to the delivery of cargo to Carrier and execution of a Bill of Lading, requests for re-delivery to shipper or re-consignment to another consignee and/or destination, shall be subject to a minimum service charge of \$65.17.

Requests for this service will be performed at Carrier's option subject to availability and location of shipment within Carrier's facility. Also see Rule No. 25 (Accessorial Services).

### **RETURNING EMPTY PACKAGES, PIECES OR UNITS**

**RULE NO.**  
**140**

Except as otherwise provided in this tariff, rates applying to return of empty packages, pieces or units are subject to the following conditions:

1. Empty returns will be accepted only at shipper's load and count (S/L/C).
2. Charges must be prepaid or satisfactorily guaranteed.
3. Empty returning packages, pieces or units will be accepted and transported at Carrier's convenience.

### **TARIFF CHANGE EFFECTIVE DATE**

**RULE NO.**  
**145**

Tariff changes will apply on all shipments received by Carrier on or after the effective date of the tariff changes as authorized by the State of Hawaii Public Utilities Commission.

**ISSUED: May 6, 2011**

**EFFECTIVE: July 1, 2025**

**ISSUED BY: Kris N. Nakagawa**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### SHIPMENTS RECEIVED OR DELIVERED OUTSIDE PUBLISHED HOURS

RULE NO.  
150

Shipments received or delivered outside regular posted hours may be subject to a surcharge at customary terminal service rates.

### SHIPPING WEIGHTS OR MEASUREMENTS

RULE NO.  
155

Shipping weights or measurements shown on Bills of Lading by shipper or its agent are subject to verification by Carrier and the actual weight or cubic measurement of the shipment as determined by Carrier will govern the billing, subject to Rule No. 10.G (Application of Rates - General).

### SPECIAL LOADING AND UNLOADING EQUIPMENT

RULE NO.  
160

- A. Carrier is not required under rates named in this tariff to furnish special handling equipment such as but not limited to: platform vehicles, winches, cranes, rigging or other special equipment to load shipments to and from vessel. Carrier may provide such equipment by special arrangement and such cost thereof shall be for the account of shipper or consignee of the cargo. See Rules No. 21 (Acceptance at or Delivery to Non-Agent Ports), 25 (Accessorial Services) and 130 (Restricted Articles).
- B. Where special handling at other than Carrier's regular facilities is, in the sole opinion of Carrier, required in loading and/or unloading valuable, frail, over-sized, or fragile items, the cost of ordering and use of other facilities will be for the account of shipper and/or consignee.

ISSUED: May 6, 2011

EFFECTIVE: January 1, 2019

ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817

## RULES AND REGULATIONS

### SHIPPER'S LOAD AND COUNT

RULE NO.  
165

#### A. Shipments moving **LESS THAN CONTAINER LOAD (LCL):**

1. Shipments moving subject to this rule must be: a) loaded, unitized, palletized or skidded by shipper or its agent; with all Bills of Lading covering such shipment clausued as "Shipper's Load and Count" (S/L/C).
2. Carrier will not be directly or indirectly responsible for damage and/or shortage resulting from:
  - a. Shipper's or its agent's improper loading, unitizing, palletizing, skidding or mixing articles; or
  - b. Failure of shipper or its agent to use suitable or adequate protective and securing materials; or
  - c. Any discrepancy in count or concealed damage to articles.
3. Carrier reserves the right to open and inspect the contents of a shipment and so indicate on the Bill of Lading.

#### B. Shipments moving in **CONTAINERS OR VANS OR ON FLATRACKS, PLATFORMS, OR TRAILERS:**

1. Containers, flatracks, platforms, vans, or trailers (with load), when tendered to Carrier will be accepted subject to "Shipper's Load and Count" (S/L/C) and the Bill of Lading shall so provide.
2. Carrier will not be responsible either directly or indirectly for damage resulting from improper loading or mixing of articles in containers, flatracks, platforms, vans or trailers or any discrepancy in count or concealed damage to articles. Load within container must be evenly distributed. Shipper warrants that at the time of delivery to Carrier, the goods in said container, flatrack platform, van or trailer are properly packaged and stowed as to withstand the usual hazards of an ocean voyage on the deck of a barge.
3. Carrier will not be responsible for any spoilage or deterioration of goods when such goods are tendered to Carrier on a "Shipper's Load and Count" (S/L/C) Bill of Lading in a non-insulated container or van not equipped with refrigeration and/or ventilation apparatus.
4. Shipper shall furnish Carrier with a list of contents showing description of goods, gross weight of goods, and weight of the container, flatrack, platform, van or trailer. Carrier reserves the right to open and inspect the contents of a container, flatrack, platform, van or trailer and so indicate on the Bill of Lading, resealing container or van with Carrier's seal.

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## **RULES AND REGULATIONS**

### **STORAGE AND FREE TIME - NON REFRIGERATED**

**RULE NO.**  
**170**

Except as otherwise provided, consignee must take delivery of goods within the free time specified in this rule; otherwise all expenses, penalties or charges and Carrier's lien for charges assessed against goods shall be for the account of consignee.

- A. Free time for cargo and containers available at Carrier's facility: Free time expires two (2) business days following the day the cargo is discharged from Carrier's vessel. Saturday, Sunday and legal holidays will not be counted when computing free time.
1. After expiration of free time, Carrier may, at its option, either remove goods from Carrier's equipment or hold goods in original equipment shipped.
  2. When goods are removed or transferred from Carrier's equipment by Carrier, rehandling charges of \$14.48 per revenue ton or fraction thereof will be assessed.
  3. When goods are held in or on Carrier's containers, flatrack or platform, equipment rental charges of \$107.98 per 20-foot unit and \$140.85 per 40-foot unit per calendar day or fraction thereof, including the day of actual delivery, will be assessed.
  4. When goods are held in or on Carrier's vans, equipment rental charges of \$64.96 per unit per calendar day or fraction thereof, including the day of actual delivery, will be assessed.
  5. Charges will be assessed per calendar day or fraction thereof, including the day of actual delivery, after the expiration of free time for the following types of cargo:

Palletized	\$2.72	per revenue ton or fraction thereof
Vehicles	\$21.20	per unit
Shippers containers	\$1.37	per linear foot
All others	\$5.43	per revenue ton or fraction thereof
  6. A minimum charge of \$69.35 will be assessed per shipment for all cargo types.

**NOTE:**

Shipper or consignee may be subject to additional storage charges imposed by the State of Hawaii, Harbors Division of the Department of Transportation, over and above Carrier's storage charges as identified above.

**ISSUED: December 19, 2008**

**EFFECTIVE: July 1, 2025**

**ISSUED BY: Kris N. Nakagawa**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### STORAGE AND FREE TIME - REFRIGERATED

**RULE NO.**  
**171**

Except as otherwise provided, consignee must take delivery of goods within the free time specified in this rule; otherwise all expenses, penalties or charges and Carrier's lien for charges assessed against goods shall be for the account of consignee.

- A. Free time for refrigerated cargo and refrigerated containers available at Carrier's facility: Free time expires at the close of business on the day the cargo is discharged from Carrier's vessel provided that, for the Port of Kaunakakai, free time for refrigerated containers shall expire at 12:00 p.m. (noon) on the day after cargo is discharged from Carrier's vessel arriving in the Port of Kaunakakai on Thursday.
1. After expiration of free time, Carrier may, at its option, and on account of shipper or consignee: 1) place goods in nearest available public cold storage warehouse; 2) sell goods for the account of shipper; or 3) hold goods in Carrier's refrigerated container.
  2. When goods are removed from or transferred to Carrier's refrigerated container by Carrier, rehandling charges of \$4.02 per 100 pounds or fraction thereof will be assessed.
  3. When goods are held in Carrier's refrigerated containers, equipment rental charges of \$215.95 per 20-foot container and \$280.15 per 40-foot container per calendar day or fraction thereof, including the day of actual delivery, will be assessed.
  4. When refrigerated cargo is held by Carrier in Carrier's refrigerated containers, standard temperature settings as defined in Rule 120 (Refrigerated Cargo) shall be used according to Carrier's best judgment and shipper and consignee waive all right and claim arising from improper temperature control.
  5. Shipper owned refrigerated container will be assessed a charge of \$5.61 per linear foot per calendar day or fraction thereof, including the day of actual delivery.

Carrier will not be responsible for power disruption not caused by Carrier.

**NOTE:**

Shipper or consignee may be subject to additional storage charges imposed by the State of Hawaii Harbors Division of the Department of Transportation, over and above Carrier's storage charges as identified above.

**ISSUED: May 6, 2011**

**EFFECTIVE: July 1, 2025**

**ISSUED BY: Kris N. Nakagawa**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### TRANSSHIPMENTS

RULE NO.  
180

A or transportation between two ports not on a regular published sailing and conforming to all terms and conditions set forth herein, all commodities will be assessed the higher one-way rate between any two ports PLUS one-quarter (1/4) of the applicable rate.

#### NOTE:

Livestock transshipment arriving in Honolulu prior to the day of departure of the connecting sailing must be removed from Carrier's facility and returned to Carrier's facility on the day of connecting sailing by shipper or its agent, in accordance with State of Hawaii Harbors Division rules, provided that, pursuant to Decision and Order filed April 27, 2009, in Docket No. 2009-0062, this provision is subject to the mitigation measures set forth in Exhibit A of the Stipulation on Settlement of all Issues in this Proceeding of Young Brothers, Limited and the Division of Consumer Advocacy filed April 20, 2009, a copy of which is set forth on pages 4A and 4B and pages 5A and 5B of this Tariff.

### WHARFAGE CHARGE

RULE NO.  
185

Except as otherwise provided in individual items of this tariff, wharfage charges shall be assessed on all cargo in accordance with rates published in the applicable State of Hawaii, Harbors Division Tariff and shall be shown as a separate charge.

ISSUED: May 6, 2011

EFFECTIVE: January 1, 2019

ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817

## **RULES AND REGULATIONS**

### **INSURANCE**

**RULE NO.**  
**195**

- A.** This tariff includes insurance pursuant to Rule No. 90 (Marine Cargo Insurance) for the benefit of the owner of the cargo shipped against physical loss, damage or expense, howsoever caused, including (while the cargo is water-borne) War Risks and General Average Salvage and Special Charges for which said cargo may be liable; provided, however, such insurance shall exclude loss, damage or expense caused by or resulting from:
1. delay, deterioration, loss or market, consequential loss or damage, or inherent defect, quality or vice of the cargo, including insufficiency of packaging and/or marking, water or moisture damage to on deck cargo, injury or death of livestock due to unexplained causes or natural causes or causes resulting from the natural response of the animal to the normal movement of the carrying device (e.g. trailer) during the course of transportation or injury caused by other animals or due to parturient condition, or
  2. minor scratches, dents, scrapes, chips or abrasions attributable to ordinary wear and tear in the course of transportation of uncrated, non containerized vehicles, or
  3. labor disturbances (including strikes or lockouts) other than as covered by S. R. & C. C. Form of Insurance, or
  4. loss or damage caused by War Risks while not water-borne, or
  5. loss or damage to bulk shipments of cement or sand and bitumuls, prefabricated house on trailers, and breakage or chafage of uncrated concrete pipes or slabs carried pursuant to Carriers applicable tariff, or
  6. breach of shipper's warranty under Rule 165.

War Risks insurance (while the cargo is water-borne) shall be included when available and shall be in accordance with American Institute War Form of Insurance, and insurers' conditions pertaining to such insurance. The amount insured and the value of the cargo is its invoice value at shipping point including advances, if any, plus freight and tariff charges to destination (named in the Bill of Lading); provided, however, Carrier shall not be liable, nor shall such insurance be available for the benefit of the shipper, for more than \$5,000 for any piece or package (which includes any piece or shipping unit, whether or not enclosed or boxed in whole or in part), in the case of goods carried in containers, vans, flatracks, platforms, or on trailers, the word "package" shall mean the container, van, flatrack, platform, or trailer; or in case of cargo not shipped in packages, for any one bill of lading shipment, unless (if the value in either case exceeds \$5,000) the shipper declares in writing to Carrier the true invoice value per piece or package of bill of lading shipment and the amount so declared is inserted on the face of this Bill of Lading and the additional insurance is paid. The amount of such insurance on cargo not having an ascertainable invoice value at shipping point shall be equal to the reasonable market value of such goods (not to exceed \$5,000) at destination.

- B.** With respect to shipments moving under this Tariff, the insurance provided for herein attaches at the time of the issuance of Carrier's Bill of Lading or Dock Receipt and continues during the course of transit including transshipment, if any, until the cargo is discharged from Carrier's vessel. Thereafter, this insurance continues until consignee or consignee's agent takes delivery of the cargo at the port of discharge or until fifteen (15) calendar days have expired commencing from midnight of the day the vessel completes discharge of cargo at the port of discharge, whichever shall first occur.
- C.** The policy of insurance secured by Carrier for the benefit of the owner of the cargo is on file and available for inspection at the head office of Young Brothers, Limited. All claims for loss, damage or expense covered by such insurance will be adjusted and paid by the appointed agent of the underwriter. No cargo shall be abandoned to underwriters, whether damaged or not.

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**



**RULES AND REGULATIONS**

**INSURANCE (continued)**

**RULE NO.**  
**195**

D. To the extent that loss, damage or expense with respect to the cargo is the responsibility of Carrier pursuant to the applicable Bill of Lading and such responsibility is insured by the insurance provided for herein (and except as otherwise provided), Carrier's exemptions from and/or its right to limit liability stated in the provisions, terms and conditions of Carrier's Bill of Lading (Local Freight Tariff No. 5-A, supplements thereto or re-issues thereof) or otherwise provided by law, shall not apply and they are hereby waived. All other provisions, terms and conditions of Carrier's Bill of Lading shall remain in full force and effect.

E. Notice of all claims for loss or damage to cargo insured under the tariff provisions shall be given to Carrier in writing within sixty (60) days of delivery of the cargo or the date when the cargo should have been delivered under normally scheduled service. Full documentation supporting the claim must be provided to Carrier within one year from the date the cargo was delivered or should have been delivered.

F. Carrier and the insurers of the cargo shall be discharged from all liability for any claim for loss, damage or expense unless suit is brought within one year after the delivery of the cargo or the date when the cargo should have been delivered under normally scheduled service; provided, that failure to give notice under paragraph 5 above shall not affect or prejudice the right of shipper to bring suit within one year after delivery of the goods or the date when goods should have been delivered.

G. Carrier's liability and the insurance provided for herein shall not include loss, damage or expense to the cargo for which Carrier, or any other carrier, is not liable under the provisions of U.S. Revised Statutes, Section 4281 (certain described items of exceptional value), unless written notice is given to Carrier of the true character and value of the cargo and the same is entered on the Bill of Lading.

H. Carrier and the insurers of the cargo as provided for herein shall not be liable for shortages of cargo on shipment made under commodity rates or Bills of Lading that are designated S/L/C (Shipper's Load and Count).

I. Carrier's liability and the insurance provided for herein shall be for the sole benefit of the owner of the cargo shipped, and shall not extend to any other carrier, bailee or other person. The insurance provided under this Rule shall be primary insurance in relation to any other marine or transit insurance in favor of the owner of the cargo, but only for the period during which said cargo is the responsibility of Carrier.

J. The insurance provided for herein is furnished on the basis that the cargo transported is considered to be standard for the general category under which it is shipped. Any claim for loss or damage to a vehicle shall be settled on the basis that lost or damaged parts or pieces were of normal or standard nature. Shippers who desire insurance to cover the excess cost of repairing or replacing specialty painting or parts are advised to contact their own insurance agent to obtain such coverage.

K. Disagreements concerning coverage issues or valuation used in settling claims may be settled through arbitration or mediation at the request of either Carrier or claimant.

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### GENERAL TERMS AND CONDITIONS

RULE NO.  
**200**

A. Whenever used in this Bill of Lading, the term "Carrier" means Young Brothers, Limited, and includes the vessel and vessel's master, owner, charterer and operator, and any substituted carrier; the term "vessel" includes all tugs, barges, ships, lighters and other water-borne craft employed to carry the cargo shipped hereunder; the term "cargo" means the goods identified on the front of this Bill of Lading for shipment hereunder; the term "charges" includes freight, subfreight, return freight, advance charges, dead freight, demurrage, general average claims and all expenses and obligations incurred and payable hereunder by the shipper; unless the context requires otherwise; the term "shipper" includes the shipper, the consignee, and owner of the cargo if other than the shipper or consignee, and the cargo.

B.

1. During anytime that Carrier has any responsibility by law or otherwise with respect to the cargo, as carrier, custodian, bailee, or in any other capacity, such responsibility shall be governed by, and limited to, that prescribed by Section 3 (except subsection (8) of Section 3) and Section 4 (except subsection 2(q), (5) and (6) of Section 4) of Carriage of Goods by Sea Act of the United States, which sections (less excepted subsections) shall be deemed incorporated herein and made a part hereof, and Carrier shall be entitled to all the exemptions from and limitations of liability and the rights and privileges contained in such sections (less excepted subsections) and in this Bill of Lading.
2. Carrier shall have the benefit of all exemptions, privileges and limitations of liability provided in 46 USC 181 - 187, inclusive, and amendments thereto and of all statutes or laws whether state or federal, creating or permitting exemptions from or limitations of a carrier's liability.
3. Carrier's responsibility shall commence only upon issuance by Carrier of a Bill of Lading or Dock Receipt for the cargo and shall cease when consignee takes delivery or is required to take delivery of the cargo or when the cargo is discharged, transshipped to another carrier, or otherwise disposed of in accordance with this Bill of Lading, provided, in no event shall Carrier be responsible for the cargo more than fifteen (15) calendar days after discharge of the cargo at the port of discharge.
4. If any term of this Bill of Lading is determined to be repugnant to any act, statute, or other law, to any extent, such term shall be voided to that extent, but no further.
5. This Bill of Lading constitutes the entire agreement between the parties regarding shipment of the cargo which is the subject of this Bill of Lading.

C. With the exception of certain goods specified in its applicable tariff, Carrier shall be liable for any physical loss, damage or expense, howsoever caused, including (while the cargo is water-borne) War Risks and General Average Salvage and Special Charges for which said cargo may be liable; provided, however, Carrier shall not be liable for loss, damage or expense caused by or resulting from (a) delay, deterioration, loss of market, consequential loss or damage, or inherent defect, quality or vice of the cargo, including insufficiency of packaging and/or marking, water or moisture damage to on deck cargo, injury or death of livestock due to unexplained causes or natural causes or causes resulting from the natural response of the animal to the normal movement of the carrying device (e.g. trailer) during the course of transportation or injury caused by other animals or due to parturient condition, or (b) minor scratches, dents, scrapes, chips or abrasions attributable to ordinary wear and tear in the course of transportation of uncrated, noncontainerized vehicles, or (c) labor disturbances (including strikes and lockouts) other than covered by S. R. & C. C. Form of Insurance or (d) loss or damage caused by War Risk while not water-borne, or

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### GENERAL TERMS AND CONDITIONS (continued)

RULE NO.  
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(e) loss or damage to bulk shipments of cement or sand and bitumuls, prefabricated houses on trailers, and breakage or chafage of uncrated concrete pipes and slabs carried pursuant to Carrier's applicable tariff, or (f) for breach of shipper's warranty under Rule 165. Carrier's liability for War Risk (while the cargo is water-borne) shall be to the same extent upon the same conditions as the insurers are liable therefore in accordance with American Institute War Form of Insurance, and insurers' conditions pertaining to such insurance, and Carrier's liability for the cargo is its invoice value at shipping point including advances, if any, plus freight and tariff charges to destination (named in this Bill of Lading); provided, however, Carrier shall not be liable, for more than \$5,000 for any piece or package (which includes any pieces or shipping unit, whether or not enclosed or boxed in whole or in part), in the case of goods carried in containers, vans, flatracks, platforms, or on trailers, the word "package" shall mean the container, van, flatrack, platform, or trailer, or in case of cargo not shipped in packages, for any one Bill of Lading shipment, unless (if the value in either case exceeds \$5,000) the shipper declares in writing to Carrier the true invoice value per piece or package or Bill of Lading shipment and the amount so declared is inserted on the face of this Bill of Lading and the additional insurance is paid. The extent of Carrier's liability for shipments not having an ascertainable invoice value at shipping point shall be equal to the reasonable market value of such goods (not to exceed \$5,000) at destination.

D. If any situation whatsoever should arise, whether occurring, reported or anticipated before commencement of the voyage or at any subsequent time, which, in Carrier's opinion, may give rise to risk of capture, arrest, restraint, detention, damage, delay or disadvantage in or loss of the vessel or any of the cargo or passengers, or may make it unsafe or inadvisable for any reason to commence or continue the voyage or to enter and discharge the cargo at port of discharge or transshipment, or may prevent or cause delay or difficulty in arriving or discharging the cargo there, Carrier may retain the cargo on board for delivery at a subsequent call at the port of discharge, or store the cargo ashore or on lighters or craft at the port of shipment or at any other port selected by Carrier, or discharge, transship, store, retain, on board and/or forward the cargo from any place, by any route and by any means selected by Carrier. In the event Carrier exercises any of the liberties above-mentioned, the cargo shall thereupon be at the sole risk and expense of the shipper and such disposition shall constitute final delivery thereof, terminating all responsibility of Carrier, but Carrier shall retain a lien on the cargo for all charges and expenses due from shipper.

E. Carrier shall not be liable in any capacity for any loss, damage, detention, delay, non-delivery, mis-delivery or conversion occurring during such time, arising from, caused by, or, in Carrier's judgment, rendered necessary or advisable by reason of, any declared or undeclared war, hostilities, war-like operations, revolutions, sabotage, malicious acts, theft, embezzlement, pilferage, strikes, lockouts, work stoppages, slowdowns or labor disturbances or restraints of whatsoever nature, whether general or partial, and regardless of who are the promoters thereof, whether involving the officers or crew of the vessel or others, or from any other risk or cause whatever, not included in the foregoing, and whether similar or dissimilar thereto, unless the party asserting the claim shall prove that such risk or cause was one within Carrier's control (and for which Carrier is not otherwise exempt under the terms of this Bill of Lading) and that the loss, damage, detention, delay, nondelivery, misdelivery, or conversion was due to Carrier's negligence. The vessel is not warranted seaworthy.

**ISSUED: October 10, 1995**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### GENERAL TERMS AND CONDITIONS (continued)

RULE NO.  
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- F. Carrier shall not be liable for any loss or damage to or in connection with the transportation of articles of exceptional value listed in 46 USC 181, except as provided by such statute and unless written notice is given to Carrier by shipper of the true character and value of the cargo and the same is entered on this Bill of Lading. Shipper of inflammable, explosive, dangerous cargo or hazard materials or waste shipped with or without full disclosure of their nature shall be liable for any loss or damage to the vessel or to any goods on board. Further, such cargo may be destroyed or disposed of at any time without compensation. All such dangerous cargo is subject to penalties and fines provided by law. Live animals, birds, reptiles and fish are received and carried at shipper's risk of accident or death. Dangerous goods, animals, birds, reptiles and fish may be carried on deck, or elsewhere, always at shipper's risk.
- G. Carrier may in its discretion substitute another vessel, forward or transship all or any part of the cargo by any other vessel, whether owned, operated or chartered by Carrier or by others, or by any other means or transportation selected by Carrier at the port of shipment or at any other place. If Carrier delivers the cargo to another carrier or to a lighter, such delivery shall be made as shipper's agent and all on-carriage and lighter services shall be conclusively deemed to have been rendered by an independent carrier or person, except when Carrier uses its own vessel, and all responsibility of Carrier for the cargo shall terminate when the same leaves the vessel's side or tackle, shipper hereby agreeing to be bound by all terms and conditions of the Bill of Lading or other usual contract then in use for such transportation by such carrier or lighterman, whether issued or not.
- H. The scope of the voyage herein contracted for shall include usual, customary or advertised ports, whether named herein or not, and as part of the voyage contracted for, the vessel or Carrier shall have liberty to proceed to the port of discharge via any route, and to load or discharge cargo at any port or ports, including ports beyond the port of discharge; to return to the original loading port; to pass the port for which the cargo is destined and return to it; to call at or load or discharge cargo at any port or ports more than once; to transship, land, reship, forward or discharge cargo at or into any place, craft, or conveyance; to exercise any of the liberties whatsoever granted Carrier by other clauses of this Bill of Lading; to substitute any other vessel for the one named herein; with or without cargo or passengers on board, to adjust compasses, drydock, go on ways, or to repair yards, change berths, make trial trips or tests, or load fuel or stores, to remain in port, said with or without pilots, tow or be towed, save or attempt to save life or property, or assist vessels in all situations; to make in substance another and different voyages; to change or completely abandon the original voyage. All liberties granted herein and all other provisions of this Bill of Lading shall apply although, in exercising such liberties, the vessel could otherwise be held guilty of deviation, the parties hereto have entered into this contract in express contemplation of the exercise, by the vessel or Carrier, of all or any of the liberties herein granted and having agreed that the exercise of such liberties shall be deemed a reasonable part of the contract voyage.
- I. Freight is payable on the weight or measurement of the cargo received or delivered in accordance with Carrier's applicable tariff, freight bill, freight invoice or statement. Full freight and all charges due from shipper, whether actually or intended to be prepaid or collect, shall be considered fully earned upon receipt of the cargo by Carrier and shall be retained or collected by Carrier without refund or deduction, vessel or cargo lost or not lost, or the voyage broken up or abandoned at any stage. Any forwarding of the cargo shall be at the sole risk and expense of the shipper. Full freight is payable on damaged or unsound

ISSUED: May 6, 2011

EFFECTIVE: January 1, 2019

ISSUED BY: Sandra W. Larsen  
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## RULES AND REGULATIONS

### GENERAL TERMS AND CONDITIONS (continued)

### RULE NO.

200

cargo. Carrier shall have a lien on the cargo, not only for freight, but also for all charges, payments, dead freight, return freight, or liabilities of every kind concerning the cargo, which lien may be enforced by public or private sale, with or without notice of time or place of sale. Shipper and those included within the definition of shipper shall be liable, jointly and severally, for all freight, charges, payments, dead freight, or liabilities hereunder, costs of sale, or balance thereof remaining unpaid after sale, and for the performance of each of them hereunder.

- J. All cargo shipped hereunder is subject to the rules and regulations of the Department of Health and Department of Agriculture, State of Hawaii. Disposition of cargo in accordance with directions, requirements or suggestions of said government departments or any other government department or state, federal or local official shall be deemed in accordance with fulfillment of the contract voyage and Carrier shall have, but shall not be limited to, all the liberties set forth in this Bill of Lading. Where authorities consider cargo injurious or doubtful, or where special disposition or handling of cargo is required, such cargo may be disposed of, discharged, handled, or otherwise dealt with solely at the risk and expense of shipper and any special charges in connection with the cargo, including fumigation, inspection, quarantine, handling and the like, shall be for the account of shipper.
- K. Without waiver of its rights under this Bill of lading, consignee of the cargo shall take delivery of the cargo promptly upon delivery of the cargo, including all packing materials at destination regardless of whether the cargo is damaged, unmerchantable or not identifiable. Shipper shall be liable to Carrier for all costs, expenses and liabilities incurred by Carrier as a result of failure of consignee to take delivery of the cargo as required. If consignee is not at hand to receive the cargo as discharged, Carrier may deliver the cargo to any lighterman or wharfinger or other person who will take charge of the cargo, which shall thereupon be at the sole risk and expense of shipper, or the cargo may be kept on board, landed or stored as provided elsewhere in this Bill of Lading.
- L. The provisions of Section 3 (6) of the United States Carriage of Goods by Sea Act relating to notice of loss and damage shall apply and in any event Carrier and the vessel and the insurer of the cargo covered by paragraph 3 hereof shall be discharged from all liability in respect of loss, damage, delay or any other claim concerning the cargo or its carriage unless suit is brought within one year after the delivery of the cargo or the date when the cargo should have been delivered. Suit shall not be deemed brought until jurisdiction has been obtained over Carrier or the vessel or such insurer by service of process or by an agreement to appear. Nothing shall be deemed a waiver of the provisions of this paragraph or paragraph 13 except an express written waiver specifically referring thereto and signed by Carrier or its authorized agent.
- M. This provision applied to cargo which is not insured pursuant to the terms of paragraph 3 hereof. Carrier shall not be liable for any loss or profit, or any consequential or special damage and Carrier does not undertake that the cargo shall arrive at place of discharge, destination or transshipment at any particular time or to meet any particular market or use.

ISSUED: May 6, 2011

EFFECTIVE: January 1, 2019

ISSUED BY: Sandra W. Larsen  
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## RULES AND REGULATIONS

### GENERAL TERMS AND CONDITIONS (continued)

RULE NO.  
**200**

N. In addition to those herein above listed as included in the term "Carrier", Carrier's affiliates, and the vessel's and Carrier's agents, servants, officers, crew members, stevedores, longshoremen, representatives, dock and warehouse owners and operators, contractors or other dealing with the cargo destined for or discharged from the vessel, or used engaged, or employed by the vessel or Carrier, and any substituted vessel of carrier, whether any of them be acting as carrier or bailee or as an independent contractor, shall have the benefit of all privileges and of all exemptions, immunities from, and limitations of liability granted or afforded to Carrier in this Bill of Lading or in Carrier's applicable tariff and Carrier shall be deemed to contract on behalf of and for the benefit of all such parties in this regard.

O. No corporation owned by, subsidiary to, or associated or affiliated with, or parent of Carrier shall be liable to answer for or make good any loss or damage to the cargo occurring at any time.

P. All claims of a general average nature shall be adjusted, stated, settled according to the York-Antwerp Rules, 1974, at such port or place as selected by Carrier, and as to matters not provided for by these rules, according to the laws and usages of the port of San Francisco. In any event of accident, danger, damage or disaster, before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which, Carrier is not responsible, by statute, contract or otherwise, the cargo and those included within the definition of shipper shall contribute with Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be incurred in respect to the cargo. If a salving ship is owned or operated by Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers.

Q. In addition to the circumstances dealt with in the York-Antwerp Rules, it is agreed that if Carrier has used due diligence in the stowage of cargo and if the safe prosecution of the voyage is thereafter imperiled in consequence of the disturbance of stowage, costs of handling, discharge, reloading and restowing cargo shall be allowed in General Average, even though the handling of cargo is not necessary for the purposes of effecting repairs to the vessel.

R. Shipper's particular attention is directed to the rules and regulations of Carrier's applicable tariff and supplements thereto, copies of which may be had on request at Carrier's offices, all of the provisions of which apply to and by this reference are incorporated in this Bill of Lading.

**ISSUED: October 10, 1995**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

## RULES AND REGULATIONS

### FUEL PRICE ADJUSTMENT ("FPA")

**RULE NO.**  
**205**

Effective upon approval of the Public Utilities Commission of the State of Hawaii (the "PUC") (such approval date hereinafter called the "Effective Date"), a Fuel Price Adjustment, determined in accordance with the methodology approved by the PUC, shall be added to the commodity rates stated in this tariff when the per gallon cost of diesel fuel to Carrier rises \$0.15 or more above or falls \$0.15 or more below the per gallon price (the "FPA" threshold) included in Carrier's base rates. The commodity rates in this tariff reflect a per gallon cost of diesel fuel to Carrier of \$1.80, delivered.

The Fuel Price Adjustment, computed in accordance with the methodology approved by the PUC, will remain in effect and be adjusted, upon proper notice to the PUC, as provided in PUC Decision and Order No. 23714 and as may be amended or superseded by any subsequent PUC orders, if the trailing average of the delivered cost of diesel fuel to Carrier (for the three-month period immediately following the period upon which the preceding FPA was based) equals or exceeds the FPA threshold.

### REFUND SURCHARGE

**RULE NO.**  
**210**

Effective January 1, 2012, a Refund Surcharge of (0.77) percent shall be applied to and deducted from commodity rates stated in this tariff. In Decision and Order No. 30028, filed December 20, 2011, in Docket No. 2011-0345, the Public Utilities Commission of the State of Hawaii (the "PUC") authorized application of this Refund Surcharge, a negative percentage, as a means of returning to ratepayers the net gain realized on the sale of Carrier's retired barges *Makoa* and *Kakela*. The PUC also approved the methodology for computing the Refund Surcharge and directed Carrier to report, on a monthly and yearly basis, the accumulated refunds made to ratepayers under the Refund Surcharge. The Refund Surcharge will remain in effect until the full amount of the net gain of \$1,598,396.02 from the sale of the *Makoa* and *Kakela* has been returned to ratepayers and will be reflected as a line item in Carrier's invoice entitled "Credit for Carrier's Sale of Retired Barges".

**ISSUED: December 30, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS, PIER 40, HONOLULU, HAWAII 96817**

## RULES AND REGULATIONS

### ANNUAL FREIGHT RATE ADJUSTMENT ("AFRA")

**RULE NO.**  
**215**

Effective upon approval of the Public Utilities Commission of the State of Hawaii (the "PUC") (such approval date hereinafter called the "Effective Date"), an Annual Freight Rate Adjustment, determined in accordance with the methodology approved by the PUC, shall be applied across-the-board to all commodity rates stated in this tariff, provided that any increase or decrease in commodity rates under this AFRA shall not exceed 5.5 percent.

The AFRA, computed in accordance with the methodology approved by the PUC, will remain in effect and be adjusted, upon proper notice to the PUC, as provided in PUC Decision and Order No. 31493 and as may be amended or superseded by any subsequent PUC orders. The AFRA is part of a three-year cycle of two AFRA filings followed by one general rate case. In those years in which Carrier does not file a general rate case, an AFRA filing would adjust commodity rates by updating test year revenue requirements of the most recent general rate case with data including (1) the most recent calendar year's revenues (to update test year revenues), (2) a Commission-set inflation factor (to update test year non-labor expenses but otherwise leaving test year non-labor expenses unchanged), and (3) current salary and wages (with union hourly rates as reflected in negotiated union contracts, provided that a labor productivity offset of 0.76 percent be applied to the bargaining and non-bargaining wage increase component of the AFRA formula (to update labor expenses but otherwise leaving unchanged test year labor hours)). The AFRA shall be computed by:

Step 1. Determining the revenue requirement

Operating Expenses (based on YB's most recent test year)  
+ (Rate Base x Rate of Return)  
Revenue Requirement

Step 2. Determine amount of rate adjustment

Revenue Requirement  
- Revenues at Current Rates  
Net Revenue via Rate Increase/Decrease

Step 3. Determine percentage increase to freight rates

Net Revenue via rate increase or decrease  
÷ General freight revenue (last calendar year)  
Percentage increase/decrease to freight rates

More specifically, the AFRA will be calculated as follows:

(F) Amount To Be Collected (Refunded) = (A + B + C + D - E) where:

- (A) = Test Year ("TY") Rate Base x Return on Rate Base  
(B) = TY Income Tax Expense  
(C) = TY Labor Hours x AFRA Year Contract Rates:  
TY Labor Expenses + [AFRA Year Increase of TY Labor Expenses – Productivity Factor]  
(D) = AFRA Year Non-Labor Expenses:  
TY Non-Labor Expenses + AFRA Year Increase of TY Non-Labor Expenses ([TY Non-Labor Expenses - Fuel - GET - Depreciation] x inflation factor (Consumer Price Index - Honolulu))  
(E) = AFRA Year Actual General Freight Revenues:  
AFRA Year Revenues - Fuel Price Adjusted ("FPA") Revenue

AFRA Percentage Calculation:

- (G) AFRA Year Actual General Freight Revenues  
(H) AFRA Percentage Increase/Decrease = F/G

**ISSUED: October 15, 2013**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: P. Roy Catalani**  
**YOUNG BROTHERS \* LIMITED \* PIER 40 \* HONOLULU \* HAWAII \* 96817**



**SECTION I**

**COMMODITY RATES**

**ISSUED: December 19, 2008**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

ISSUED BY: Kris N. Nakagawa  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817

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ISSUED BY: Kris N. Nakagawa  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817

COMMODITY RATE				ITEM NO. GC		
For rates between two ports not shown hereon, see Rule No. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.						
BETWEEN HONOLULU AND	Hawaii County		Kauai County	Maui County		
	Hilo	Kawaihai	Nawiliwili	Kahului	Molokai	Lanai
<b>GENERAL CARGO (N.O.S.)</b>						
A. GENERAL CARGO (N.O.S.): Less than Pallet or Carried in Mix Container Subject to Notes 1 and 2						
Per W/M:	110.90	110.90	104.42	104.42	96.43	96.43
B. SHIPPER'S PALLET: General Cargo (N.O.S.) On Pallet Subject to Notes 1 and 2						
Per W/M:	96.78	96.78	93.18	93.18	86.06	86.06
C. SHIPPER'S VAN: At S/L/C General Cargo (N.O.S.): In Shipper's Van Subject to Notes 1, 2, 3, 4, and 5						
Per W/M:	83.66	83.66	78.56	78.56	72.56	72.56
D. SHIPPER'S CONTAINER: At S/L/C. Subject to Notes 1,3,4,6,7, and 8						
1. General Cargo (N.O.S.): 20-Foot Container						
Each:	834.33	834.33	834.33	834.33	834.33	834.33
2. General Cargo (N.O.S.): 40-Foot Container						
Each:	1668.62	1668.62	1668.62	1668.62	1668.62	1668.62
3. General Cargo (N.O.S.): 45-Foot Container						
Each:	2098.03	2098.03	2098.03	2098.03	2098.03	2098.03
4. General Cargo (N.O.S.): Per 40 CuFt: [I] Non-Standard Size or Platform						
Per 40 CuFt:	30.51	30.51	30.51	30.51	30.51	30.51
E. Glass on Racks: At S/L/C Subject to Note 9						
Per W/M:	55.48	55.48	52.20	52.20	48.24	48.24
<b>NOTES:</b>						
1. Shipment is subject to Rule No. 12 (Application of Palletized Cargo Rates) and Rule No. 165 (Shipper's Load and Count).						
2. All rates named in this Item do not include loading and/or unloading of goods from container or van.						
3. Each container or van must be suitable for mechanical forklift handling and constructed to allow another top load. Carrier reserves the right to refuse containers unsuitable for ocean transportation.						
4. Freight charges are assessed on the outside dimensions of container or van.						
5. Vans tendered under this Item are subject to a minimum charge of 80 cubic feet per van.						
6. Container rates apply to containers shipped off chassis. Containers shipped on chassis at the request of shipper, are rated at the applicable Roll On/Roll Off rate under Item RR. At Carrier's request and no further charge, containers to Molokai and Lanai may be shipped on chassis if weight exceeds facility capacity.						
7. Flatracks are rated at the appropriate container rate. Platforms are rated at the appropriate non-standard size container rate and are subject to clause L of Rule No. 10 (Application of Rates – General). Cargo extending beyond the dimensions of the flatrack or platform are assessed an additional charge of 25% of the applicable freight charge. Cargo extending beyond 10 feet of the original unit length are charged Long Length charges, pursuant to Rule No. 85 (Long Length), in addition to the aforementioned surcharge.						
8. For shippers eligible for the Volume Discount in Item DC, the appropriate freight rate charge includes the round-trip movement of one loaded and one empty container.						
9. Glass shipped on glass racks are rated at 50% of the N.O.S. cargo rate in accordance with Decision and Order No. 15228. However, if glass panes extend beyond the dimensions of the glass rack on which they are shipped, no discount will be applied. In addition, charges set forth in Rule No. 85 (Long Length) shall apply.						
<b>ISSUED: August 24, 2020</b>				<b>EFFECTIVE: July 1, 2025</b>		
<b>ISSUED BY: Kris N. Nakagawa</b> <b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817</b>						

COMMODITY RATE		ITEM NO. CN				
For rates between two ports not shown hereon, see Rule No. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.						
BETWEEN HONOLULU AND	<u>Hawaii County</u> Hilo                      Kawaihae	<u>Kauai County</u> Nawiliwili	<u>Maui County</u> Kahului                      Molokai                      Lanai			
<b>CANOE</b>						
To include up to six person canoe, one-way.						
A. SINGLE CANOE: At S/L/C Subject to Notes 1, 2, 3, 4, 5, 6 and 8	433.93	414.15	414.15	382.51	382.51	
B. KOA HULL ON TRAILER Subject to Notes 1, 2, 3, 6, 7, and 8	2017.08	2017.08	2017.08	2017.08	2017.08	
<b>NOTES:</b>						
1. All shipments are to be received at Rule No. 165 (Shipper's Load and Count).						
2. Rates do not include loading and/or unloading of racks. Shipper is responsible for securing canoes to platform or flatrack. Shipper must provide own securing materials.						
3. Canoe accessories may be secured within the confines of the canoe and shipped at owner's risk.						
4. Carrier reserves the right to load general cargo on platform or flatrack with canoes.						
5. Canoe on trailer (except koa hulls) are rated at the applicable Roll On / Roll Off (Item No. RR) rate.						
6. Empty trailers are rated at the Roll On / Roll Off (Item No. RR) return rate.						
7. Overall dimensions of koa hulls on trailers shall not exceed seven feet in height and seven feet in width.						
8. All transshipments shall be rated accordingly.						
ISSUED: August 24, 2020			EFFECTIVE: July 1, 2025			
ISSUED BY: Kris N. Nakagawa YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817						

COMMODITY RATE				ITEM NO. MT		
For rates between two ports not shown hereon, see Rule No. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.						
BETWEEN HONOLULU AND	<u>Hawaii County</u> Hilo                      Kawaihae	<u>Kauai County</u> Nawiliwili	<u>Maui County</u> Kahului                      Molokai                      Lanai			
<b>EMPTY RETURNS</b>						
Conforming to Rule No. 140 (Returning Empty Packages, Pieces or Units)						
A.    EMPTY RETURN, N.O.S. Subject to Note 1.						
Per 40CuFt:	9.81	9.81	8.81	8.81	8.16	8.16
B.    CONTAINERS: Subject to Notes 2,3,4,5,6,7, and 8						
1. Empty Return: 20-Foot Container						
Each:	62.17	62.17	62.17	62.17	62.17	62.17
2. Empty Return: 40-Foot Container						
Each:	142.45	142.45	142.45	142.45	142.45	142.45
3. Empty Return: 45-Foot Container						
Each:	184.60	184.60	184.60	184.60	184.60	184.60
<b>NOTES:</b>						
1. Empties returning and loaded into a larger shipping unit will be assessed one-half (1/2) of the applicable rate named in this Item plus the full applicable rate for the return of the larger shipping unit, based on outside measurements.						
2. Empty returning containers must have had movement via Carrier's vessel to transport other cargoes either preceding or succeeding the empty movement.						
3. Shipper is responsible to present Carrier with Bill of Lading of prior movement.						
4. Empty return movement must be to original shipper.						
5. Empty movement must be made within 30 days from the date of availability at the port of destination.						
6. Containers are rated as not on chassis.						
7. Volume Container Discount in Item DC does not apply.						
8. A flat \$227.80 per 40-foot container shall apply when 100 TEUS or more are tendered by one shipper within one month, all destination ports combined.						
<b>ISSUED: August 24, 2020</b>				<b>EFFECTIVE: July 1, 2025</b>		
<b>ISSUED BY: Kris N. Nakagawa</b> <b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817</b>						



COMMODITY RATE		ITEM NO. AG				
For rates between two ports not shown hereon, see Rule No. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.						
BETWEEN HONOLULU AND	<u>Hawaii County</u> Hilo                      Kawaihae	<u>Kauai County</u> Nawiliwili	<u>Maui County</u> Kahului                      Molokai                      Lanai			
<b>AGGREGATE MATERIALS</b>						
To include, but not limited to, cement, cinders, feed, fertilizer, limestone, sand, and other materials that may be shipped in bulk, in containers.						
A. IN CARRIER'S CONTAINER: At S/L/C. Subject to Notes 1, 2, 3, 4, 5, 6, 7, 8, and 9.						
1. 20-Foot    Each:	671.20	671.20	671.20	671.20	671.20	671.20
B. IN SHIPPER'S CONTAINER: At S/L/C. Subject to Notes 1, 2, 5, 6, 7 and 9.						
1. 20-Foot    Each:	587.36	587.36	587.36	587.36	587.36	587.36
2. 40-Foot    Each:	1164.69	1164.69	1164.69	1164.69	1164.69	1164.69
<b>NOTES:</b>						
1. All shipments are to be received at Rule No. 165 (Shipper's Load and Count).						
2. Rates do not include loading and/or unloading of containers.						
3. Equipment specifications are as noted in Rule 40 (Carrier Furnished Container/Van Specifications).						
4. Shipment is subject to Rules No. 50 (Free Time for Carrier Equipment and Detention Charges) and No. 75 (Liability for Carrier's Equipment in Shipper's or Consignee's Possession).						
5. Each container must be suitable for mechanical forklift handling and constructed to allow another top load. Carrier reserves the right to refuse containers unsuitable for ocean transportation.						
6. Freight charges are to be assessed on the outside dimensions of the container.						
7. Container rates apply to containers shipped off chassis. Containers shipped on chassis at the request of shipper shall be charged at the applicable Roll On/Roll Off rate under Item No. RR. At Carrier's request containers to Molokai and Lanai may be shipped on chassis, at the off chassis rate, if container weight exceeds capacity of forklift equipment at those ports.						
8. The availability of Carrier 20-foot container designated for aggregate material is limited to Carrier's inventory on hand.						
9. Volume container discount in Item DC does not apply.						
<b>ISSUED: August 24, 2020</b>			<b>EFFECTIVE: July 1, 2025</b>			
<b>ISSUED BY: Kris N. Nakagawa</b> <b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817</b>						

COMMODITY RATE				ITEM NO. FB			
For rates between two ports not shown hereon, see Rule No. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.							
BETWEEN HONOLULU AND		<u>Hawaii County</u> HiloKawaihae		<u>Kauai County</u> Nawiliwili		<u>Maui County</u> KahuluiMolokaiLanai	
FIBERBOARD, K.D.							
Shipments are subject to Rule No. 165 (Shipper's Load and Count). Secured to shipper's pallet.							
Fiberboard	Per 40 CuFt	65.78	65.78	63.28	63.28	58.45	58.45
ISSUED: August 24, 2020							
EFFECTIVE: July 1, 2025							
ISSUED BY: Kris N. Nakagawa YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817							

COMMODITY RATE				ITEM NO. HA		
For rates between two ports not shown hereon, see Rule No. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.						
BETWEEN HONOLULU AND	<u>Hawaii County</u> Hilo                      Kawaihae		<u>Kauai County</u> Nawiliwili	<u>Maui County</u> Kahului                      Molokai                      Lanai		
<b>HAZARDOUS AND OTHER REGULATED MATERIALS</b>						
Shipments are subject to Rule No. 65 (Hazardous Cargo) and Rule No. 130 (Restricted Articles) and applicable Notes. All shipments will be shipped in accordance with Dangerous Cargo Act and/or other governmental rules and regulations. For governing classification, refer to U.S. CODE OF FEDERAL REGULATIONS, Title 49, Parts 100-199, and FEDERAL REGISTER hm-181.						
<b>A. HAZARDOUS AND OTHER REGULATED CARGO</b>						
1. Explosives, hazardous, and other regulated materials for which a shipping permit is required. Subject to Note 1, 7, and 8						
Per W/M:	218.47	218.47	196.16	196.16	181.18	181.18
2. Hazardous and other regulated materials. In Container, Platform, Flatrack, Van at S/L/C. Subject to Notes 2, 3, 5, 7, and 8						
3. Hazardous and other regulated materials. On pallets or in mix containers. Subject to Notes 7 and 8						
Per W/M:	163.83	163.83	147.14	147.14	135.92	135.92
4. Hazardous and other regulated materials. Roll-on/Roll-off at S/L/C. Subject to Notes 4, 7, and 8						
Per W/M:	65.83	65.83	59.90	59.90	59.90	59.90
<b>B. HAZARDOUS WASTE</b>						
Must conform to all regulations as governed by U. S. ENVIRONMENTAL PROTECTION AGENCY under U.S. CODE OF FEDERAL REGULATIONS, Title 40, Parts 260-263. Subject to Notes 6, 7, and 8						
Per W/M:	221.13	221.13	198.82	198.82	183.61	183.61
<b>NOTES:</b>						
1. A permitting surcharge of \$3228.38 will be charged per Bill of Lading in addition to the freight charge.						
2. All Hazardous shipments in Container, Platform, Flatrack, Vans will be charged a 30% surcharge on the rates set forth in Item No. GC (General Cargo (N.O.S.)) applicable to the shipping unit.						
3. Volume Container Discount in Item DC does not apply.						
4. Shipment is subject to all rates and conditions in Item RR (Roll-on/Roll-Off Cargo).						
5. Returning empty shipping devices containing hazardous residue which must be declared will be charged a documentation surcharge of \$9.85 per shipment in addition to the rates named in Item MT (Empty Returns).						
6. A Monitor surcharge of \$18.77 will be charged per bill of Lading in addition to the freight charge.						
7. All shipments must include the proper endorsement of Carrier's Certification form by shipper issued pursuant to authority and requirements in 49 CFR, parts 172 - 200 and 40 CFR, Parts 260 - 263.						
8. Any penalties and/or fines incurred for violation of governmental rules and regulations shall be borne by the shipper and/or owner of the cargo.						
<b>ISSUED: August 24, 2020</b>				<b>EFFECTIVE: July 1, 2025</b>		
<b>ISSUED BY: Kris N. Nakagawa</b> <b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817</b>						



ISSUED BY: Kris N. Nakagawa  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817

COMMODITY RATE				ITEM NO. LU, PW		
For rates between two ports not shown hereon, see Rule No. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.						
BETWEEN HONOLULU AND	<u>Hawaii County</u> Hilo                      Kawaihae		<u>Kauai County</u> Nawiliwili	<u>Maui County</u> Kahului                      Molokai                      Lanai		
<b>LUMBER</b>						
At Shipper's Load and Count and at Carrier's convenience.						
A.    Tightly secured, strapped or bundled, except as otherwise specified. Subject to Notes 1, 2, 5, and 6						
Per 1,000 GBM:	103.40	103.40	103.40	103.40	95.50	95.50
B.    SUPER BUNDLE: A unit of multiple bundles measuring approximately 20 feet long, 8 feet wide and 8 feet high, with a maximum weight of 40,000 pounds, subject to Carrier's approval, inclusive of platform/flatrack. Subject to Notes 2, 3, 5, and 6						
Per unit:	1525.56	1525.56	1525.56	1525.56	1409.05	1409.05
<b>PLYWOOD</b>						
A.    Tightly secured, strapped or bundled, except as otherwise specified. Subject to Notes 2, 5, and 6						
Per 100 lbs.:	4.28	4.28	4.28	4.28	3.94	3.94
B.    On platform. Tightly secured, strapped or bundled. Subject to Notes 3, 4, 5, and 6						
Per platform:	915.26	915.26	915.26	915.26	915.26	915.26
<b>NOTES:</b>						
1. Measurement is to be based upon the gross board feet measure.						
2. All shipments must be tightly secured, strapped or bundled.						
3. Platform must be 20' L x 8' W.						
4. Rate includes the round-trip movement of one loaded and one empty container.						
5. Carrier is not responsible for splitting, discoloration or chafage.						
6. Each shipment must be from one shipper to one consignee only. See Rule No. 10.K (Application of Rate General).						
<b>ISSUED: August 24, 2020</b>				<b>EFFECTIVE: July 1, 2025</b>		
<b>ISSUED BY: Kris N. Nakagawa</b> <b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII *96817</b>						



**ISSUED BY: Kris N. Nakagawa**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**



COMMODITY RATE				ITEM NO. RC			
For rates between two ports not shown hereon, see rule no. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.							
BETWEEN HONOLULU AND		<u>Hawaii County</u> Hilo                      Kawaihae		<u>Kauai County</u> Nawiliwili		<u>Maui County</u> Kahului                      Molokai                      Lanai	
 <b>RECYCLABLE MATERIALS</b>  Articles for remelting or recycling purposes; to include but not limited to: beverage tins and aluminum cans, newspaper, plastics, glass, tires, paper, fiber and metals. Dry products only. Shipper's Load and Count. RC rates are subject to all Notes below.  IN SHIPPER'S DEVICE:  A. Van            Per 40 cuFT:            75.43                      75.43                      70.66                      70.66                      65.26                      65.26  B. 20-Foot Container Each:            671.20                      671.20                      671.20                      671.20                      671.20                      671.20  C. 40-Foot Container Each:            1331.06                      1331.06                      1331.06                      1331.06                      1331.06                      1331.06  D. 45-Foot Container Each:            1725.18                      1725.18                      1725.18                      1725.18                      1725.18                      1725.18							
<b>NOTES:</b> 1. All shipments will be accepted and transported at Carrier's convenience. 2. Rates apply to containers not on chassis. 3. Volume Container Discount in Item DC does not apply. 4. Flatracks and platforms will be rated at the appropriate container rate.							
ISSUED: August 24, 2020				EFFECTIVE: July 1, 2025			
ISSUED BY: Kris N. Nakagawa YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817							

COMMODITY RATE				ITEM NO. RF			
For rates between two ports not shown hereon, see rule no. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.							
BETWEEN HONOLULU AND		Hawaii County	Kauai County	Maui County			
		Hilo	Kawaihae	Nawiliwili	Kahului	Molokai	Lanai
<b>REFRIGERATED CARGO</b>							
A. N.O.S.: Packages, boxes or crates Subject to Notes 1 and 2. Per 2,000 lbs.:							
		334.60	334.60	326.96	326.96	301.98	301.98
B. SHIPPER'S PALLET: Subject to Notes 1, 2, and 3 Per 2,000 lbs.:							
		278.82	278.82	272.46	272.46	251.61	251.61
C. SHIPPER'S CONTAINER: At S/L/C. Subject to Rule No. 45 (Electrical Service) and Notes 1,2,4,5,and 6							
1.	20-Foot Each:	981.30	981.30	981.30	981.30	981.30	981.30
2.	40-Foot Each:	1857.49	1857.49	1857.49	1857.49	1857.49	1857.49
3.	45-Foot Each:	2235.01	2235.01	2235.01	2235.01	2235.01	2235.01
4.	Non-Standard Size Per 40 CuFt:	33.19	33.19	33.19	33.19	33.19	33.19
D. SHIPPER'S CONTAINER: At S/L/C. Subject to Rule No. 45 (Electrical Service) and Notes 1, 2, 4, 5, 6, 7, and 8							
1.	40-Foot Container Each:	1579.36	1579.36	1579.36	1579.36	1579.36	1579.36
<b>NOTES:</b>							
1. Each shipment shall be for one consignee only. See Rule No. 10.K (Application of Rates - General).							
2. Shipments are subject to Rule No. 120 (Refrigerated Cargo).							
3. Shipments are subject to Rule No. 12 (Application of Palletized Cargo Rates) and Rule No. 165 (Shipper's Load and Count).							
4. Each container must be suitable for mechanical forklift handling and constructed to allow another top load. Carrier reserves the right to refuse containers unsuitable for ocean transportation.							
5. Freight charges are to be assessed on the outside dimensions of container.							
6. Container rates apply to containers shipped off chassis. Containers shipped on chassis at the request of the shipper, shall be charged at the applicable Roll On/Roll Off rate under Item RR. At Carrier's request and no further charge, containers to Molokai and Lanai may be shipped on chassis if weight exceeds facility capacity.							
7. Freight charges apply only when 250 TEUS or more are tendered by one shipper within one month, all destination ports.							
8. Volume container discount in Item DC does not apply.							
9. For shippers eligible for the Volume Container Discount in Item DC, the appropriate freight rate charge includes the round-trip movement of one loaded and one empty container.							
<b>ISSUED: August 24, 2020</b>				<b>EFFECTIVE: July 1, 2025</b>			
<b>ISSUED BY: Kris N. Nakagawa</b> <b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817</b>							

COMMODITY RATE		ITEM NO. RR				
For rates between two ports not shown hereon, see rule no. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.						
BETWEEN HONOLULU AND	<u>Hawaii County</u> Hilo                      Kawaihae	<u>Kauai County</u> Nawiliwili	<u>Maui County</u> Kahului              Molokai              Lanai			
<b>ROLL-ON/ROLL-OFF CARGO</b>						
To include any vehicle over 6,500 pounds or exceeding 20 feet in length at the longest point, 8 feet in width at the widest point, or 7 feet in height at the highest point. Subject to a minimum charge of 100 cubic feet. RR rates are subject to all Notes below.						
A. ONE WAY Per 40 Cuft.:	52.15	52.15	47.48	47.48	47.48	47.48
B. RETURN TRIP Per 40 Cuft.:	15.67	15.67	14.21	14.21	14.21	14.21
<b>NOTES:</b>						
1. Freight rates will be based on greatest overall dimensions of the vehicle, including bumpers or other fittings extending beyond the body of the vehicle.						
2. Cargo and personal effects shipped in vehicles will not be the responsibility of Carrier for loss and damage. When loaded, the rate shall be based on the overall dimension of the vehicle and the cargo load. The cargo must be secured or properly blocked to prevent cargo from shifting while cargo is being handled or in transit. Carrier reserves the right to transfer said cargo to a suitable shipping device if deemed unsafe. There shall be no hazardous material (cargo) to be carried as personal effects or cargo.						
3. Carrier reserves the right to request shipper and/or consignee to load and/or unload to and/or from barges. All expenses relative to the carriage of trailers shall be for the account of shipper or consignee of the cargo. See Rules No. 130 (Restricted Articles) and No. 160 (Special Loading and Unloading Equipment). Prior arrangement must be made with Carrier.						
4. Carrier reserves the right to refuse vehicles not in running condition and vehicles that require lifting. If accepted, all expenses relative to the carriage of such cargo shall be for the account of the shipper or consignee of the cargo. See Rules No. 130 (Restricted Articles) and No. 160 (Special Loading and Unloading Equipment). Prior arrangement must be made with Carrier.						
5. Round-trip return rates will apply only to those vehicles returned to the port of origin within 30 days of availability at the destination port. Shipper must provide proof of prior movement.						
<b>ISSUED: August 24, 2020</b>			<b>EFFECTIVE: July 1, 2025</b>			
<b>ISSUED BY: Kris N. Nakagawa</b>						
<b>YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII *96817</b>						

**ISSUED BY: Kris N. Nakagawa**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

**SECTION II**

**SPECIAL DISCOUNT APPLICATION**

**ISSUED: October 10, 1995**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

COMMODITY RATE		ITEM NO. DA			
For rates between two ports not shown hereon, see Rule No. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.					
BETWEEN HONOLULU AND	<u>Hawaii County</u> Hilo/Kawaihae	<u>Kauai County</u> Nawiliwili	<u>Maui County</u> Kahului	<u>Molokai</u>	<u>Lanai</u>
<b>ISLAND AGRICULTURAL PRODUCT DISCOUNT</b>					
For shipments meeting the Hawaii Administrative Rule, Title 19, Subtitle 3, Chapter 41, Harbors Division tariff definition and notes.					
For shipment within this definition, applicable rate will be discounted at the time of invoicing.					
DA rates are subject to all Notes below.					
Container carrying island agricultural products Percent Reduced	37%	37%	37%	37%	37%
All other shipment of island agricultural products Percent Reduced	32%	32%	32%	32%	32%
<b>NOTES:</b>					
1. "ISLAND AGRICULTURAL PRODUCTS" means fresh agricultural products grown wholly in Hawaii, including but not limited to: pineapple, sugar, island fruits and vegetables, coffee, hay, whole eggs, island juices (not in retail can), macadamia nuts, onions and potatoes, milk, island meats and poultry, flowers, and flowering and ornamental plants.					
2. In unprocessed or raw state.					
3. Volume Container Discount in Item DC does not apply.					
ISSUED: May 6, 2011			EFFECTIVE: July 1, 2025		
ISSUED BY: Kris N. Nakagawa YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817					

COMMODITY RATE	ITEM NO. DA
<p>In accordance with Order No. 14356 issued on November 3, 1995 by the Commission, this page, 61-A is hereby cancelled and the rates previously specified are rescinded.</p>	
ISSUED: November 8, 1995	EFFECTIVE: January 1, 2019
<p>ISSUED BY: Sandra W. Larsen YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817</p>	

COMMODITY RATE		ITEM NO. DC				
For rates between two ports not shown hereon, see Rule No. 180 (Transshipments) IN DOLLARS & CENTS PER W/M, UNLESS OTHERWISE SPECIFIED.						
BETWEEN HONOLULU AND	<u>Hawaii County</u> Hilo/Kawaihae	<u>Kauai County</u> Nawiliwili	<u>Maui County</u> Kahului	Molokai	Lanai	
<b>VOLUME CONTAINER DISCOUNT</b>  Per calendar month, for qualifying container shipments to all ports combined, charged to one account. Discount will be awarded in the form of a credit to the charge account on file with Carrier. DC rates are subject to Note below.						
100 or more twenty foot Equivalent Container Unit (TEU)	Percent Discount	10%	10%	10%	10%	10%
<b>NOTES:</b> 1. Discount does not apply to Item BE (Beer and Non-Alcoholic Beverages), Item MT (Empty Returns), Item AG (Aggregate Materials), Item HA (Hazardous Cargo), Item MC (Motorcycle), Item RC (Recyclable Materials), Item RF (Refrigerated Cargo), and Item DA (Island Agricultural Product Discount) container shipments.						
ISSUED: May 6, 2011			EFFECTIVE: January 1, 2019			
ISSUED BY: Sandra W. Larsen YOUNG BROTHERS * PIER 40 * HONOLULU * HAWAII * 96817						



**RULES AND REGULATIONS**

**THE END**

**ISSUED: October 10, 1995**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**