



**TARIFF CONTAINING RULES AND REGULATIONS
APPLYING BETWEEN POINTS, PORTS AND PLACES
IN THE WESTERN ARCTIC WHICH INCLUDES
THE MACKENZIE RIVER, GREAT SLAVE LAKE,
WESTERN ARCTIC AND
THE ARCTIC COAST OF ALASKA**

HEAD OFFICE

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1. DEFINITIONS

The following definitions shall apply in all tariffs published by Northern Transportation Company Limited unless there is something in the subject matter or context inconsistent therewith:

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

ABBREVIATIONS AND SYMBOLS

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

Abbreviations:

AK	means "Alaska"
COD	means "Cash on Delivery"
CON'T	means "Continued"
CU FT	means "Cubic Foot"
EG	means "For Example"
ETC	means "Et Cetera"
FT	means "Feet, Lineal Measure"
HP	means "Horse Power"
ISO	means "International Standards Organization"
KD	means "Knocked Down"
LBS	means "Pounds"
MIN CHG	means "Minimum Charge"
MIN WT	means "Minimum Weight"
NOIBN	means "Not Otherwise Indexed by Name"

NOS	means "Not Otherwise Specified".
NTCL	means "Northern Transportation Company Limited"
NWT	means "Northwest Territories"
NU	means "Nunavut"
OR	means "Owner's Risk"
ORB	means "Owner's Risk of Breakage"
ORD	means "Owner's Risk of Damage"
ORD&C	means "Owner's Risk of Damage and Chafing"
ORD&W	means "Owner's Risk of Damage and Weather"
ORD&Det	means "Owner's Risk of Damage and Deterioration"
ORDet	means "Owner's Risk of Deterioration"
ORLkg	means "Owner's Risk of Leakage"
ORW	means "Owner's Risk of Weather"
PDPR	means "Per Day Pro Rata"
SL&C	means "Shipper's Load and Count"
SQ FT	means "Square Foot"
SU	means "Set Up"
UOM	means "Unit of Measure"
WT	means "Weight"
YT	means "Yukon Territory"

Symbols:

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

2. TERMS AND CONDITIONS OF CARRIAGE

Except for shipments to or from the United States, which are carried under a Bill of Lading, all cargo tendered to NTCL for transport between points, ports and places on the Mackenzie River, Great Slave Lake and the Western Arctic shall be subject to the terms and conditions of carriage contained in NTCL's Non-Negotiable Shipping Receipt and to the rules and regulations contained herein.

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

In the event of a deemed or actual conflict between the terms of carriage as contained in the Non-Negotiable Shipping Receipt or the Bill of Lading, whichever is applicable, and the rules and regulations contained herein, the Non-Negotiable Shipping Receipt or the Bill of Lading, as the case may be, shall take precedence.

3. RISK OF LOSS OR DAMAGE AND INSURANCE

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

4. ANTI-REBATE POLICY

It is the policy of NTCL to prohibit participation in the payment, solicitation or receipt of any rebate, directly or indirectly. Each officer, employee and agent of NTCL has been advised of this policy and NTCL's internal

audit procedures require a review of shipping documents and internal controls to assure compliance with this anti-rebating policy.

5. SAILING SCHEDULE

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

The sailing schedule contains information relating to regularly scheduled service to ports and places in the Western Arctic, Mackenzie River, Great Slave Lake, North Slope of Alaska and Kivalliq, terminal opening dates and final acceptance dates for cargo for each navigation season.

6. DESCRIPTION OF CARGO

Shipper's packing slips or other appropriate shipping documents accompanying the cargo must contain an accurate description of the cargo which, to the extent possible, should conform to the classification Tariff NTCL No. 1002A. Where there are different ratings for a specific type of cargo according to the type of packaging, the shipping conditions should be shown. Shipping documents should also specify the number of packages or pieces of cargo and the weight of each unit.

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

7. FALSE REPRESENTATIONS

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

8. C.O.D. SHIPMENTS

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

9. CONNECTING CARRIER CHARGES

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

NTCL will also not accept or be responsible for rail switching or transfer charges for cargo transferred from railways at Hay River, NWT to NTCL for furtherance to final destination.

10. SPECIAL MOVEMENTS

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

11. LIENS

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

12. UNCLAIMED CARGO

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

13. PERISHABLES AND RESTRICTED CARGO

Perishable foodstuffs will be accepted for shipment at Owner's risk for deterioration or spoilage. Meat, poultry or fish, fresh or frozen; live animals; and, currency, coins, jewelry, precious metals, artwork, antiques and other similarly precious and/or valuable cargo will not be accepted for shipment.

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

14. BULK PETROLEUM ALLOWANCE

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

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

15. DANGEROUS GOODS

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

Shipment of any amount of waste is by special arrangement with and approval by NTCL.

16. FREIGHT AND FREIGHT RATES

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

Freight rates are expressed and are payable in Canadian funds.

The cargo rate for the applicable commodity classification times the gross weight, loaded volume in litres, calculated square or linear footage or cubic measurement of the shipment will, subject to minimum charges or the oversize rule (see NTCL Tariff 1002A "Oversize Commodities"), determine freight charges.

Gross weight is defined as the weight of the cargo plus the weight of lading and packaging materials, dunnage, pallets, skids and any other materials or temporary blocking required for the safe transportation of the cargo. The weight of an NTCL-provided container or the weight of a highway trailer, if it is loaded or if it is being returned after the cargo has been delivered to destination, is excluded from gross weight.

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

In the case of bulk petroleum cargo, the rate applied will be by the quantity loaded, except where minimum quantities for shipment in the region are applicable (see Tariff NTCL No. 1004A).

Additional charges for handling, unitizing, storing, special services, etc. will be shown separately on NTCL's invoices.

17. PREPAYMENT OF FREIGHT AND OTHER CHARGES

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

18. MINIMUM CHARGES

Unless otherwise provided, a minimum charge for a single shipment between any two points, ports or places on NTCL's scheduled routes will apply. Two or more single shipments shall not be combined and billed as one shipment but must be carried as separate shipments, and at not less than the minimum charge for each separate shipment.

19. DIVERSION OF SHIPMENTS

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

20. UNITIZING

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

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

21. STORAGE, COOPERAGE, PACKING, MARKING AND HANDLING OF CARGO**a. Storage**

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

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

- i. Inside unheated storage - 50¢ per sq. ft. per month;
- ii. Outside storage (waterfront to 100 feet) - 20¢ per sq. ft. per month;
- iii. Outside storage (over 100 feet) - 15¢ per sq. ft. per month;
- iv. Minimum storage charge per shipment - \$50.00.

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

b. Cooperage and Packing

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

Shippers are advised to refer to Tariff No. 1002A, "Classification of Commodities" for proper, acceptable packing and marking requirements for each commodity type and particularly relating to such commodities as steel and iron, vehicles, drywall, dangerous goods, etc.

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

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

c. Special Handling and Other Services

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

d. Markings

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

shipment, the appropriate unit number should be indicated in the upper left hand corner of the package. Please see example below:

1 of 4	2,000 lbs.
c/o NTCL, Hay River, NWT for furtherance to:	
ABC Company	Telephone: (867) 123-4567
123 Any Street	
Town, NWT X00 000	

22. CONTAINER SERVICE

Container service relates to cargo loaded by the Shipper and unloaded by the Consignee, in and out of standard ISO containers provided by NTCL unless stated otherwise in specific items or by specific arrangements.

NTCL may, at its discretion, inspect the stowage and content of containers loaded by the Shipper.

The Shipper will be responsible for loading containers in such a way as to provide cargo safety in transit and for spreading the weight evenly on the container floor.

The Shipper will be responsible for the count of pieces loaded in the container and for sealing such container once loading is complete.

Whenever a container is stopped off for partial unloading, the first Consignee shall be responsible for unloading its portion and making sure that other cargo remaining in the container is properly secured for transportation to the second point of delivery.

The first Consignee is also responsible for re-sealing the container before on-carriage. An additional handling charge of \$200 .00 will be levied for each stop-off in transit.

The Consignee will be responsible for removing all pallets and debris from the container before it is returned or handed back to NTCL. If NTCL is compelled to sweep the container or clean same before repositioning to another customer, the cost of so doing will be assessed against the Consignee at fault.

Containers must be loaded without protrusions beyond the envelope of the container structure. Containers with cargo or attachments protruding shall be assessed at double the applicable rate plus a handling charge.

Containers must be redelivered to an NTCL terminal, or to an NTCL vessel where there is no terminal, during the navigation season.

23. DEMURRAGE

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

a. Notification of Arrival

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

b. Application

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

c. Free Time Allowance

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

Free time for discharge and loading will be ascertained on the basis of the total deadweight capacity of each barge in a barge train (tow)

Table for Ascertaining Deadweight Capacity of Barges:

<u>Barge Type</u>		<u>Deadweight Capacity</u>
600 Series	equals	600 tons
800 Series	equals	800 tons
1000 Series	equals	1000 tons
1500 Series	equals	1500 tons

eg: Deadweight Capacity Calculation

Barge Train (Tow)

Barge No. 624	1 X 600 Series	600 tons
Barges No. 1015 1016 1023	3 X 1000 Series	3,000 tons
Barges No. 1505 1506	2 X 1500 Series	<u>3,000 tons</u>
TOTAL		6,600 tons

Free time allowance will be subject to the following table:

"Free Time" Table For Calculating Discharge or Loading Operations - Barge Loads

<u>Deadweight Capacity</u>	<u>"Free Time" Hours</u>
1 - 1000 tons	12 hours
1001 - 1500 tons	18 hours
1501 - 2000 tons	24 hours
2001 - 2500 tons	30 hours
2501 - 3000 tons	36 hours
3001 - 3500 tons	42 hours
3501 - 4000 tons	48 hours
4001 - 4500 tons	54 hours

4501 - 5000 tons	60 hours
5001 - 5500 tons	66 hours
5501 - 6000 tons	72 hours
6001 - 6500 tons	78 hours
6501 - 7000 tons	84 hours
7001 - 7500 tons	90 hours
7501 - 8000 tons	96 hours
8001 - 8500 tons	102 hours
8501 - 9000 tons	108 hours

eg: Free Time Calculation

If a mixed tow, consisting of various series of barges equivalent to a total deadweight capacity of 6,600 tons, is delivered at 1200 hours on Tuesday, its 84 hours of "free time" continues until 2400 hours on Friday, after which time demurrage is applicable. Demurrage chargeable will be to the vessel(s) and barge(s) not yet released to NTCL for removal.

"Free Time" Table For Calculating Discharge or Loading Operations - Less Than Barge Loads

<u>Cargo Handled</u>	<u>"Free Time" Hours</u>
	By Special Arrangement
1 - 100 tons	6 hours
101 - 200 tons	8 hours
201 - 400 tons	10 hours
401 - 600 tons	12 hours
601 -1000 tons	18 hours
Over 1000 tons	

d. Demurrage Charges

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

<u>Vessel/Barge Type</u>	<u>Rate PDPR</u>
Vessel up to 1500 HP	\$11,500.00
Vessel 1501 HP to 4500 HP	\$22,500.00
600 Series Barge	\$ 1,000.00
800 Series Barge	\$ 3,000.00
1000 Series Barge	\$ 3,000.00
1500 Series Barge	\$ 5,000.00

e. Other Conditions

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

- iv. Off-season charter of barges for storage or other purpose may be arranged by contacting NTCL prior to the end of the navigation season.

24. SCRAP METAL SHIPMENTS

Scrap metal shipments will be accepted by special arrangement only, in which event the following general rules will apply:

- a. Cargo must be prepared for lift truck handling, must conform to requirements for beyond transport by rail and with requirements for acceptance at the mill.
- b. Tubulars and steel shapes shall be in straight lengths only, without attachments, up to 20 feet in length are to be bundled and strapped in units not exceeding 20,000 pounds and stowed on dunnage.
- c. Dimensional items and individual lifts shall not exceed outside envelope dimensions of 8'x8'x40' and 20,000 lbs.
- d. Wire rope shall be on wire rope reels and arranged as solid wire bound coils either boxed or strapped on pallets capable of multiple stacking.
- e. Miscellaneous iron and steel shall be:
 - In bins, maximum dimensions 4' X 8' X 20' and 20,000 pounds.
 - In boxes or drums on skids or pallets arranged for forklift handling and multiple stacking.
 - Palletized and strapped capable of multiple stacking.
 - Single items not less than 4' X 4' X 4' arranged for forklift handling or on skids or dunnage and capable of multiple stacking.

25. BACKHAUL OR SOUTHBOUND CARGO

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

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

26. LIGHTERING

In the event that lightering is required either to load or off-load cargo as a result of shallow water conditions, an additional charge, not exceeding 3¢ per lb, will be made upon the cargo. NTCL will not be bound to lighter cargo but, in any event, lightering will be provided by NTCL subject to availability of suitable equipment.

27. WESTERN ARCTIC SECTOR POINT-TO-POINT SHIPMENTS

Between the Western Arctic Sector points situated east or west of Tuktoyaktuk, NWT:

NTCL does not offer direct scheduled service between the Western Arctic Sector points situated east or west of Tuktoyaktuk. Cargo moving between two Western Arctic Sector points situated beyond Tuktoyaktuk, may be routed through Tuktoyaktuk for transshipment on a later sailing to destination point.

Rates between the Western Arctic Sector points situated east or west of Tuktoyaktuk, will be calculated as the sum of the class rates traveled from the originating Western Arctic Sector point to Tuktoyaktuk, and from Tuktoyaktuk, to destination Western Arctic Sector point.

Eg: Class rate from Sachs Harbour, to Cambridge Bay, will be ascertained as follows:

1. Obtain the class rate from Sachs Harbour, to Tuktoyaktuk.
2. Obtain the class rate from Tuktoyaktuk, to Cambridge Bay.
3. The sum of the class rate components in (1) and (2) above will be the class rate from Sachs Harbour, to Cambridge Bay.

28. TAXES AND SURCHARGES

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

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

29. NON-SCHEDULED SERVICE

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

30. EARLY ARRIVING CARGO DISCOUNT (WESTERN ARCTIC)

Cargo, tendered for shipment from the Port of Hay River, NWT and destined to a Western Arctic community only, can qualify for the early arriving cargo discount. A five percent (5%) freight rate discount will apply only if the cargo is received by NTCL at least two weeks prior to the final acceptance date for that community, as published in NTCL's sailing schedule.

For the period between the discount deadline and published final acceptance dates, special and regular freight rates will be applied as stipulated in NTCL's tariffs. All Western Arctic community cargo received after published final acceptance dates will be shipped subject to space availability, delivery to destination not guaranteed.

31. LATE ARRIVING CARGO PREMIUM (WESTERN ARCTIC)

Cargo, tendered for shipment from the Port of Hay River, NWT and destined to a Western Arctic community only, will be subject to a late arriving cargo premium of five percent (5%) of the applicable freight rate if the cargo is received by NTCL after the final acceptance date for that community, as published in NTCL's sailing schedule.

All Western Arctic community cargo received after published final acceptance dates will be shipped subject to space availability, delivery to destination not guaranteed.