



INTERNAL CORRESPONDENCE

CORPORATE DISTRIBUTION

ONE CALIFORNIA SAN FRANCISCO, CALIFORNIA 94111

(Name) Mrs. L. J. Grogan
 Division Metals Division
 Location King City

Date August 31, 1979
 Originating Dept. Corporate Distribution
 Answering letter date

Copy to T. R. Alexander, N.Y.
 W. B. DeAtley, King City
 W. G. Kahler - M. D. Michaud, N.Y.
 S. Hoffman, N.Y.

Subject Bill of Lading Preparation on
 Truck Shipments of Asbestos

This will confirm our phone conversation concerning bill of lading preparation for truck shipments of asbestos in bags, that are not "dust and sift proof". After discussing with the Law Department, we have concluded that Union Carbide has an obligation to inform carriers that our packaging requires the exclusive use of the vehicle, under the current Department of Transportation regulations. Until further notice, you should use the wording shown on the attached sample bill of lading to accomplish this.

We were advised that the DOT shipping name and hazard, class (asbestos ORM-C) were not required on the shipping papers, nor was the shipper's certification that the shipment was properly packaged, marked and described in accordance with DOT regulations.

You advised us that orders which were not being shipped directly to our customers (ie. shipments to warehouse and distributors) were doubled bagged and shrink wrapped in dust and sift proof packages. It is our understanding that these shipments do not require exclusive use, so no notation should be made on the bills of lading for such shipments.

Rail carload and piggyback trailerload shipments which are loaded by the shipper and unloaded by the consignee, are essentially "exclusive use" shipments, in that they are sealed and normally not transferred enroute. We do think that the suggested wording should be used on piggy back shipments, to preclude the possibility of someone transferring from the railroad trailers to highway trailers, between King City and destination.

Customer pickups (will calls) in customer's own equipment can be considered "exclusive use" according Stan Hoffman's memo of 6/21/79. Essentially, the customer has taken delivery of the product at your dock.

RECEIVED

SEP 5 1979

UCC-CALIDRIA
NIAGARA FALLS, N.Y.

409968

UCC 024905

cc: ~~ADR~~ 9/10/79 John Myers
~~REB~~ 9/10/79
 Per your request 2/10/79

cc: GLO
 EOK
 TRN
 JEW

9/18/79

You commented that most orders for shipments direct to customers, were for truck/load quantities. There is no doubt, in the short run, common carrier cost will escalate due to the exclusive use requirement. However, this can be minimized somewhat, by the use of collect shipments via ITOFCA and by using B. J. McAdams, for shipments to points East of the Mississippi. If you can furnish information regarding the destinations and annual volume of truck/load shipments, we believe we could support several contract or irregular route common carriers for authority to provide "exclusive use" service at reduced cost. We may even be able to obtain emergency temporary authority for your next order, provided we are given sufficient lead time.

We hope this information proves helpful. Please call us as requested, on each of the direct truck orders to be shipped to customers, and we will advise the best shipping method and cost penalties, if any.

Lloyd H. Shanks

A09969

Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification Territories, March 15, 1922, as amended August 1, 1939 and June 15, 1941

UNIFORM STRAIGHT BILL OF LADING

THIS MEMORANDUM is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No.

Company

Agent's No.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

At 19 From

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only)

Consigned to.....

Destination..... State of..... County of.....

Route.....

Delivering Carrier..... Car Initial..... Car No.....

NO. PACKAGES	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	* WEIGHT (Subject to Correction)	CLASS or RATE	CHECK COLUMN	
	Bags Asbestos shorts or waste consisting				Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
	of material testing not more than				
	0-0-8-8				
	Exclusive use of vehicle required				Signature of Consignor.
	under provisions of Hazardous Materials				
	Regulation 49 CFR 173.1090 (d)				
	Do not transfer enroute				If charges are to be prepaid, write or stamp here, "To be Prepaid."
					Received \$..... to apply in prepayment of the charges on the property described hereon.
					Agent or Cashier.
					Per..... (The signature here acknowledges only the amount prepaid.)
					Charges Advanced: \$.....

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
Note.—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$..... per.....

Shipper, Per..... AGENT..... PER..... 4

Permanent postoffice address of shipper..... A09970