

TERRA LOGISTICS L.L.C. - FMC Tariff No. 001	Orig/Rev Original	Page TITLE PAGE
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# TITLE PAGE

Effective: 09Mar2018 Thru: Expires: Publish 09Mar2018 Amend: IC  
Originally Issued: 09Mar2018 Originally Effective: 09Mar2018

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FMC Tariff No. 001

Naming  
Rules, Regulations and Freight Rates  
Applicable on the Transportation of Commodities

Between  
Worldwide Ports and Points  
(As Named in Rule 1)

And  
United States Ports and Points  
(As Named in Rule 1)

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No. 026866N.  
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For explanation of abbreviations and reference marks see Rule 29.  
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Publishing Office  
Distribution-Publications, Inc.  
1999 Harrison St. Ste 650  
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<p>Changes will be made by the reissue of affected pages. Revised pages will bear a correction number at the top of the page. To ensure that all changes have been received, the correction number should be checked off on receipt of the check sheet.</p>		
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<p>TARIFF ORIGIN SCOPE</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: IC</p> <p>AFGHANISTAN</p> <p>ALBANIA</p> <p>ALGERIA</p> <p>AMERICAN SAMOA</p> <p>ANDORRA</p> <p>ANGOLA</p> <p>ANGUILLA</p> <p>ANTIGUA AND BARBUDA</p> <p>ARGENTINA</p> <p>ARMENIA</p> <p>ARUBA</p> <p>AUSTRALIA</p> <p>AUSTRIA</p> <p>AZERBAIJAN</p> <p>BAHAMAS THE</p> <p>BAHRAIN</p> <p>BANGLADESH</p> <p>BARBADOS</p> <p>BELARUS</p> <p>BELGIUM</p> <p>BELIZE</p> <p>BENIN</p> <p>BERMUDA</p> <p>BHUTAN</p> <p>BOLIVIA</p> <p>BOSNIA AND HERZEGOVINA</p> <p>BOTSWANA</p> <p>BRAZIL</p> <p>BRITISH VIRGIN ISLANDS</p> <p>BRUNEI</p> <p>BULGARIA</p> <p>BURKINA</p> <p>BURMA</p> <p>BURUNDI</p> <p>CAMBODIA</p> <p>CAMEROON</p> <p>CANADA</p> <p>CAPE VERDE</p> <p>CAYMAN ISLANDS</p> <p>CENTRAL AFRICAN REPUBLIC</p> <p>CHAD</p> <p>CHILE</p> <p>CHINA</p> <p>CHRISTMAS ISLAND</p> <p>COLOMBIA</p>		
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<p>TARIFF ORIGIN SCOPE (Continued)</p> <p>COMOROS</p> <p>CONGO</p> <p>COOK ISLANDS</p> <p>COSTA RICA</p> <p>CROATIA</p> <p>CUBA</p> <p>CURACAO</p> <p>CYPRUS</p> <p>CZECH REPUBLIC</p> <p>DENMARK</p> <p>DJIBOUTI</p> <p>DOMINICA</p> <p>DOMINICAN REPUBLIC</p> <p>ECUADOR</p> <p>EGYPT</p> <p>EL SALVADOR</p> <p>EQUATORIAL GUINEA</p> <p>ESTONIA</p> <p>ETHIOPIA</p> <p>FALKLAND ISLANDS (ISLAS MALVIN</p> <p>FINLAND</p> <p>FAROE ISLANDS</p> <p>FEDERATED STATES OF MICRONESIA</p> <p>FIJI</p> <p>FRANCE</p> <p>FRENCH GUIANA</p> <p>FRENCH POLYNESIA</p> <p>GABON</p> <p>GAMBIA THE</p> <p>GEORGIA</p> <p>GERMANY</p> <p>GHANA</p> <p>GIBRALTAR</p> <p>GREECE</p> <p>GREENLAND</p> <p>GRENADA</p> <p>GUADELOUPE</p> <p>GUAM</p> <p>GUATEMALA</p> <p>GUINEA</p> <p>GUINEA BISSAU</p> <p>GUYANA</p> <p>HAITI</p> <p>HONDURAS</p> <p>HONG KONG</p> <p>HUNGARY</p> <p>ICELAND</p>		
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TARIFF ORIGIN SCOPE (Continued)  INDIA INDONESIA IRAN IRAQ IRELAND ISRAEL ITALY IVORY COAST JAMAICA JAPAN JERSEY JOHNSTON ATOLL JORDAN KAZAKHSTAN KENYA KIRIBATI KOREA DEMOCRATIC PEOPLES REP KOREA REPUBLIC OF KOSOVO KUWAIT KYRGYZSTAN LAOS LATVIA LEBANON LIECHTENSTEIN LESOTHO LIBERIA LIBYA LITHUANIA LUXEMBOURG MACAU MACEDONIA MADAGASCAR MALAWI MALAYSIA MALDIVES MALI MALTA MAURITANIA MAN ISLE OF MARSHALL ISLANDS MARTINIQUE MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS MOLDOVA		
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TARIFF ORIGIN SCOPE (Continued)  MONACO MONGOLIA MONTENEGRO MONTSERRAT MOROCCO MOZAMBIQUE MYANMAR NAMIBIA NAURU NEPAL NETHERLANDS NEW CALEDONIA NEW ZEALAND NICARAGUA NIGER NIGERIA NIUE NORFOLK ISLAND NORTHERN MARIANA ISLANDS NORWAY OMAN PAKISTAN PANAMA PAPUA NEW GUINEA PARAGUAY PERU PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO QATAR REUNION ROMANIA RUSSIA RWANDA SAMOA SAN MARINO SAO TOME AND PRINCIPE SAUDI ARABIA SENEGAL SERBIA SEYCHELLES SIERRA LEONE SINGAPORE SINT MAARTIN SLOVAKIA		
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<p>TARIFF ORIGIN SCOPE (Continued)</p> <p>SLOVENIA SOLOMON ISLANDS SOMALIA SOUTH AFRICA SPAIN SRI LANKA ST HELENA ST KITTS AND NEVIS ST LUCIA SURINAME ST PIERRE AND MIQUELON ST VINCENT AND THE GRENADINES SUDAN SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN TAJIKISTAN TANZANIA UNITED REPUBLIC OF THAILAND TOGO TONGA TRINIDAD AND TOBAGO TUNISIA TURKEY TURKMENISTAN TURKS AND CAICOS ISLANDS TUVALU UGANDA UKRAINE UNITED ARAB EMIRATES UNITED KINGDOM URUGUAY USA UZBEKISTAN VANUATU VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND WESTERN SAHARA YEMEN ZAMBIA ZIMBABWE</p> <p>TARIFF DESTINATION SCOPE</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: IC</p>		
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TARIFF DESTINATION SCOPE (Continued)  AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA ANDORRA ANGOLA ANGUILLA ANTIGUA AND BARBUDA ARGENTINA ARMENIA ARUBA AUSTRALIA AUSTRIA AZERBAIJAN BAHAMAS THE BAHRAIN BANGLADESH BARBADOS BELARUS BELGIUM BELIZE BENIN BERMUDA BHUTAN BOLIVIA BOSNIA AND HERZEGOVINA BOTSWANA BRAZIL BRITISH VIRGIN ISLANDS BRUNEI BULGARIA BURKINA BURMA BURUNDI CAMBODIA CAMEROON CANADA CAPE VERDE CAYMAN ISLANDS CENTRAL AFRICAN REPUBLIC CHAD CHILE CHINA CHRISTMAS ISLAND COLOMBIA COMOROS CONGO		
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TARIFF DESTINATION SCOPE (Continued)  COOK ISLANDS COSTA RICA CROATIA CUBA CURACAO CYPRUS CZECH REPUBLIC DENMARK DJIBOUTI DOMINICA DOMINICAN REPUBLIC ECUADOR EGYPT EL SALVADOR EQUATORIAL GUINEA ESTONIA ETHIOPIA FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF MICRONESIA FIJI FINLAND FRANCE FRENCH GUIANA FRENCH POLYNESIA GABON GAMBIA THE GEORGIA GERMANY GHANA GIBRALTAR GREECE GREENLAND GRENADA GUADELOUPE GUAM GUATEMALA GUINEA GUINEA BISSAU GUYANA HAITI HONDURAS HONG KONG HUNGARY ICELAND INDIA INDONESIA		
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TARIFF DESTINATION SCOPE (Continued)  IRAN IRAQ IRELAND ISRAEL ITALY IVORY COAST JAMAICA JAPAN JERSEY JOHNSTON ATOLL JORDAN KAZAKHSTAN KENYA KIRIBATI KOREA DEMOCRATIC PEOPLES REP KOREA REPUBLIC OF KOSOVO KUWAIT KYRGYZSTAN LAOS LATVIA LEBANON LESOTHO LIBERIA LIBYA LIECHTENSTEIN LITHUANIA LUXEMBOURG MACAU MACEDONIA MADAGASCAR MALAWI MALAYSIA MALDIVES MALI MALTA MAN ISLE OF MARSHALL ISLANDS MARTINIQUE MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS MOLDOVA MONACO MONGOLIA		
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<p><u>TARIFF DESTINATION SCOPE (Continued)</u></p> <p>SOMALIA SOUTH AFRICA SPAIN SRI LANKA ST HELENA ST KITTS AND NEVIS ST LUCIA ST PIERRE AND MIQUELON ST VINCENT AND THE GRENADINES SUDAN SURINAME SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN TAJIKISTAN TANZANIA UNITED REPUBLIC OF THAILAND TOGO TONGA TRINIDAD AND TOBAGO TUNISIA TURKEY TURKMENISTAN TURKS AND CAICOS ISLANDS TUVALU UGANDA UKRAINE UNITED ARAB EMIRATES UNITED KINGDOM URUGUAY USA UZBEKISTAN VANUATU VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND WESTERN SAHARA YEMEN ZAMBIA ZIMBABWE</p> <p><u>ACBP-D (U.S. ATLANTIC DESTINATION BASE PORTS)</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p>		
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BALTIMORE, MD, USA, 21201-99 BOSTON, MA, USA, 02101-99 JACKSONVILLE, FL, USA, 32201-99 MIAMI, FL, USA, 33101-99 NEW YORK, NY, USA, 10001-99 NEWARK, NJ, USA, 07100-99 NORFOLK, VA, USA, 23501-93 PHILADELPHIA, PA, USA, 19101-99 SAVANNAH, GA, USA, 31401-99 WILMINGTON, NC, USA, 28403-07 CHARLESTON, SC, USA, 29401-25 ACBP-O (U.S. ATLANTIC ORIGIN BASE PORTS) Effective: 09Mar2018 Thru: Expires: Publish 09Mar2018 Amend: I  BALTIMORE, MD, USA, 21201-99 BOSTON, MA, USA, 02101-99 JACKSONVILLE, FL, USA, 32201-99 MIAMI, FL, USA, 33101-99 NEW YORK, NY, USA, 10001-99 NEWARK, NJ, USA, 07100-99 NORFOLK, VA, USA, 23501-93 PHILADELPHIA, PA, USA, 19101-99 SAVANNAH, GA, USA, 31401-99 WILMINGTON, NC, USA, 28403-07 CHARLESTON, SC, USA, 29401-25 GCBP-D (U.S. GULF COAST DESTINATION BASE PORTS) Effective: 09Mar2018 Thru: Expires: Publish 09Mar2018 Amend: I  HOUSTON, TX, USA, 77001-99 NEW ORLEANS, LA, USA, 70101-90 GCBP-O (U.S. GULF COAST ORIGIN BASE PORTS) Effective: 09Mar2018 Thru: Expires: Publish 09Mar2018 Amend: I  HOUSTON, TX, USA, 77001-99 NEW ORLEANS, LA, USA, 70101-90 JPNBP (JAPAN DESTINATION BASE PORTS) Effective: 09Mar2018 Thru: Expires: Publish 09Mar2018 Amend: I  HAKATA, JAPAN KOBE, JAPAN MOJI, JAPAN NAGOYA, JAPAN OSAKA, JAPAN SHIMIZU, JAPAN TOKYO, JAPAN		
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<p>YOKOHAMA, JAPAN</p> <p><u>PCBP-D (U.S. PACIFIC COAST DESTINATION BASE PORTS)</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>LOS ANGELES, CA, USA, 90001-99 LONG BEACH, CA, USA, 90800-53 SAN FRANCISCO, CA, USA, 94101-88 OAKLAND, CA, USA, 94601-68 PORTLAND, OR, USA, 97201-72 SEATTLE, WA, USA, 98101-99 TACOMA, WA, USA, 98401-99</p> <p><u>PCBP-O (U.S. PACIFIC COAST ORIGIN BASE PORTS)</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>LOS ANGELES, CA, USA, 90001-99 LONG BEACH, CA, USA, 90800-53 OAKLAND, CA, USA, 94601-68 SAN FRANCISCO, CA, USA, 94101-88 PORTLAND, OR, USA, 97201-72 SEATTLE, WA, USA, 98101-99 TACOMA, WA, USA, 98401-99</p> <p><u>U.S. DESTINATION INLAND POINTS</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>USA</p> <p><u>U.S. ORIGIN INLAND POINTS</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>USA</p> <p><u>USDP (U.S. DESTINATION PORTS)</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>BALTIMORE (port), MD, USA, 21201-99 BOSTON (port), MA, USA, 02101-99 CHARLESTON (port), SC, USA, 29401-25 HOUSTON (port), TX, USA, 77001-99 JACKSONVILLE (port), FL, USA, 32201-99 LONG BEACH (port), CA, USA, 90800-53 LOS ANGELES (port), CA, USA, 90001-99 MIAMI (port), FL, USA, 33101-99 MOBILE (port), AL, USA, 36601-99 NEW ORLEANS (port), LA, USA, 70101-90 NEW YORK (port), NY, USA, 10001-99 NORFOLK (port), VA, USA, 23501-93 OAKLAND (port), CA, USA, 94601-68</p>		
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<p>PHILADELPHIA (port), PA, USA, 19101-99  PORTLAND (port), OR, USA, 97201-72  SAN FRANCISCO (port), CA, USA, 94101-88  SAVANNAH (port), GA, USA, 31401-99  SEATTLE (port), WA, USA, 98101-99  TACOMA (port), WA, USA, 98401-99  TAMPA (port), FL, USA, 33601-97  WILMINGTON (port), NC, USA, 28403-07</p> <p><u>USOP (U.S. ORIGIN PORTS)</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>BALTIMORE (port), MD, USA, 21201-99  BOSTON (port), MA, USA, 02101-99  CHARLESTON (port), SC, USA, 29401-25  HOUSTON (port), TX, USA, 77001-99  JACKSONVILLE (port), FL, USA, 32201-99  LONG BEACH (port), CA, USA, 90800-53  LOS ANGELES (port), CA, USA, 90001-99  MIAMI (port), FL, USA, 33101-99  MOBILE (port), AL, USA, 36601-99  NEW ORLEANS (port), LA, USA, 70101-90  NEW YORK (port), NY, USA, 10001-99  NORFOLK (port), VA, USA, 23501-93  OAKLAND (port), CA, USA, 94601-68  PHILADELPHIA (port), PA, USA, 19101-99  PORTLAND (port), OR, USA, 97201-72  SAN FRANCISCO (port), CA, USA, 94101-88  SAVANNAH (port), GA, USA, 31401-99  SEATTLE (port), WA, USA, 98101-99  TACOMA (port), WA, USA, 98401-99  TAMPA (port), FL, USA, 33601-97  WILMINGTON (port), NC, USA, 28403-07</p> <p><u>WORLDWIDE DEST PORTS</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>AL ISKANDARIYAH (port), EGYPT  AMSTERDAM (port), NETHERLANDS  BUSAN (port), KOREA REPUBLIC OF  FELIXSTOWE (port), UNITED KINGDOM  HELSINKI (port), FINLAND  HONG KONG (port), CHINA  JEDDAH (port), SAUDI ARABIA  LAGOS (port), NIGERIA  MELBOURNE (port), AUSTRALIA  OSAKA (port), JAPAN  PIRAIEVS (port), GREECE  SINGAPORE (port), SINGAPORE</p>		
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<p><u>WORLDWIDE DESTINATIONS</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>JAMAICA BOLIVIA BOTSWANA BRAZIL BRITISH VIRGIN ISLANDS BRUNEI BULGARIA BURKINA BURMA BURUNDI CAMBODIA CAMEROON CANADA CAPE VERDE CAYMAN ISLANDS CENTRAL AFRICAN REPUBLIC CHAD CHILE CHINA CHRISTMAS ISLAND COLOMBIA COMOROS CONGO COOK ISLANDS COSTA RICA CUBA CYPRUS DENMARK DJIBOUTI DOMINICA DOMINICAN REPUBLIC ECUADOR EGYPT EL SALVADOR EQUATORIAL GUINEA ETHIOPIA FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF MICRONESIA FIJI FINLAND FRANCE FRENCH GUIANA FRENCH POLYNESIA GABON</p>		
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DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 18Jan2023
<p>GAMBIA THE GERMANY GHANA GIBRALTAR GREECE GREENLAND GRENADA GUADELOUPE GUAM GUATEMALA GUINEA GUINEA BISSAU GUYANA HAITI HONDURAS HONG KONG HUNGARY ICELAND INDIA INDONESIA IRAN IRAQ IRELAND ISRAEL ITALY IVORY COAST JAPAN JERSEY JOHNSTON ATOLL JORDAN KENYA KIRIBATI KOREA DEMOCRATIC PEOPLES REP KOREA REPUBLIC OF KUWAIT LAOS LEBANON LIECHTENSTEIN LESOTHO LIBERIA LIBYA LUXEMBOURG MACAU MADAGASCAR MALAWI MALAYSIA MALDIVES MALI</p>		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,016
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 18Jan2023
MALTA MAN ISLE OF MARSHALL ISLANDS MARTINIQUE MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA YUGOSLAVIA WESTERN SAHARA WESTERN SAMOA YEMEN ZAIRE ZAMBIA ANDORRA ANGOLA ANGUILLA ANTIGUA AND BARBUDA ARGENTINA ARUBA AUSTRALIA AUSTRIA BAHAMAS THE BAHRAIN BANGLADESH BARBADOS BELGIUM BELIZE BENIN BERMUDA MONACO MONGOLIA MONTSERRAT MOROCCO MOZAMBIQUE NAMIBIA NAURU NEPAL NETHERLANDS NETHERLANDS ANTILLES NEW CALEDONIA NEW ZEALAND NICARAGUA		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,017
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 18Jan2023
<p> NIGER  NIGERIA  NIUE  NORFOLK ISLAND  NORTHERN MARIANA ISLANDS  NORWAY  OMAN  PAKISTAN  PANAMA  PAPUA NEW GUINEA  PARAGUAY  PERU  PHILIPPINES  PITCAIRN ISLANDS  POLAND  PORTUGAL  PUERTO RICO  QATAR  REUNION  ROMANIA  RWANDA  SAN MARINO  SAO TOME AND PRINCIPE  SAUDI ARABIA  SENEGAL  SEYCHELLES  SIERRA LEONE  SINGAPORE  SOLOMON ISLANDS  SOMALIA  SOUTH AFRICA  SPAIN  SRI LANKA  ST HELENA  ST KITTS AND NEVIS  SUDAN  ST LUCIA  ST PIERRE AND MIQUELON  ST VINCENT AND THE GRENADINES  SURINAME  SWAZILAND  SWEDEN  SWITZERLAND  SYRIA  TAIWAN  TANZANIA UNITED REPUBLIC OF  THAILAND  TOGO </p>		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,018
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 18Jan2023
TONGA TRINIDAD AND TOBAGO TRUST TERRITORY OF THE PACIFIC TUNISIA TURKEY TURKS AND CAICOS ISLANDS TUVALU UGANDA UNION OF SOVIET SOCIALIST REPU UNITED ARAB EMIRATES UNITED KINGDOM URUGUAY USA VANUATU VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND ZIMBABWE  <u>WORLDWIDE ORIGINS</u> Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I  SAN MARINO SAO TOME AND PRINCIPE SAUDI ARABIA SENEGAL SEYCHELLES SIERRA LEONE SINGAPORE SOLOMON ISLANDS SOMALIA SOUTH AFRICA SPAIN SRI LANKA ST HELENA ST KITTS AND NEVIS ST LUCIA ST PIERRE AND MIQUELON ST VINCENT AND THE GRENADINES SUDAN SURINAME SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN TANZANIA UNITED REPUBLIC OF THAILAND		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,019
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 18Jan2023
<p>           TOGO            TONGA            TRINIDAD AND TOBAGO            TRUST TERRITORY OF THE PACIFIC            TUNISIA            TURKEY            TURKS AND CAICOS ISLANDS            TUVALU            UGANDA            UNION OF SOVIET SOCIALIST REPU            UNITED ARAB EMIRATES            UNITED KINGDOM            URUGUAY            USA            VANUATU            VENEZUELA            VIETNAM            VIRGIN ISLANDS            WAKE ISLAND            WESTERN SAHARA            WESTERN SAMOA            YEMEN            YUGOSLAVIA            ZAIRE            ZAMBIA            ZIMBABWE            LIECHTENSTEIN            LUXEMBOURG            MACAU            MADAGASCAR            MALAWI            MALAYSIA            MALDIVES            MALI            MALTA            MAN ISLE OF            MARSHALL ISLANDS            MARTINIQUE            MAURITANIA            MAURITIUS            MAYOTTE            MEXICO            MIDWAY ISLANDS            MONACO            MONGOLIA            MONTSERRAT            MOROCCO            MOZAMBIQUE         </p>		
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DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 18Jan2023
NAMIBIA NAURU NEPAL NETHERLANDS NETHERLANDS ANTILLES NEW CALEDONIA NEW ZEALAND NICARAGUA NIGER NIGERIA NIUE NORFOLK ISLAND NORTHERN MARIANA ISLANDS NORWAY OMAN PAKISTAN PANAMA PAPUA NEW GUINEA PARAGUAY PERU PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO QATAR REUNION ROMANIA RWANDA LIBYA EQUATORIAL GUINEA ETHIOPIA FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF MICRONESIA FIJI FINLAND FRANCE FRENCH GUIANA FRENCH POLYNESIA GABON GAMBIA THE GERMANY GHANA GIBRALTAR GREECE GREENLAND GRENADA		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,021
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 18Jan2023
<p>           GUADELOUPE            GUAM            GUATEMALA            GUINEA            GUINEA BISSAU            GUYANA            HAITI            HONDURAS            HONG KONG            HUNGARY            ICELAND            INDIA            INDONESIA            IRAN            IRAQ            IRELAND            ISRAEL            ITALY            IVORY COAST            JAMAICA            JAPAN            JERSEY            JOHNSTON ATOLL            KOREA DEMOCRATIC PEOPLES REP            JORDAN            KENYA            KIRIBATI            KOREA REPUBLIC OF            KUWAIT            LAOS            LEBANON            LESOTHO            LIBERIA            EL SALVADOR            ALGERIA            AMERICAN SAMOA            ANDORRA            ANGOLA            ANGUILLA            ANTIGUA AND BARBUDA            ARGENTINA            ARUBA            AUSTRALIA            AUSTRIA            BAHAMAS THE            BAHRAIN            BANGLADESH            BARBADOS         </p>		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,022
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 18Jan2023
<p>BELGIUM  BELIZE  BENIN  BERMUDA  BOLIVIA  BOTSWANA  BRAZIL  BRITISH VIRGIN ISLANDS  BRUNEI  BULGARIA  BURKINA  BURMA  BURUNDI  CAMBODIA  CAMEROON  CANADA  CAPE VERDE  CAYMAN ISLANDS  CENTRAL AFRICAN REPUBLIC  CHAD  CHILE  CHINA  CHRISTMAS ISLAND  COLOMBIA  COMOROS  CONGO  COOK ISLANDS  COSTA RICA  CUBA  CYPRUS  DENMARK  DJIBOUTI  DOMINICA  DOMINICAN REPUBLIC  ECUADOR  EGYPT  ALBANIA  AFGHANISTAN</p> <p><u>WORLDWIDE ORIGIN PORTS</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>AL ISKANDARIYAH (port), EGYPT  AMSTERDAM (port), NETHERLANDS  BUSAN (port), KOREA REPUBLIC OF  FELIXSTOWE (port), UNITED KINGDOM  HONG KONG (port), CHINA  INCHON (port), KOREA REPUBLIC OF  JEDDAH (port), SAUDI ARABIA</p>		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,023
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 18Jan2023
LAGOS (port), NIGERIA MELBOURNE (port), AUSTRALIA OSLO (port), NORWAY PIRAIEVS (port), GREECE SINGAPORE (port), SINGAPORE		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 1,000,001
SECTION 1 - COMMODITY INDEX	CORR: 0	Issued: 18Jan2023
<b>C</b>		
CARGO, N.O.S.		0000-00-0000
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,001
SECTION 2 - RULES	CORR: 0	Issued: 18Jan2023
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		
<p><u>RULE 1: Scope</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Rules, regulations and rates published herein apply BETWEEN United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points AND Worldwide Ports and Points as specified in Rule 1.A and in the Individual Tariff Line Items (TLI's) of this tariff:</p> <p>U.S. ATLANTIC BASE PORTS (ACBP)</p> <p>Baltimore, MD Boston, MA Charleston, SC Jacksonville, FL Miami, FL New York, NY Newark, NJ Norfolk VA Philadelphia, PA Savannah, GA Wilmington, NC</p> <p>U.S. GULF COAST BASE PORTS: (GCBP)</p> <p>Houston, TX New Orleans, LA</p> <p>U.S. PACIFIC COAST BASE PORTS: (PCBP)</p> <p>Los Angeles, CA Long Beach, CA Oakland, CA San Francisco, CA Portland, OR Seattle, WA Tacoma, WA</p> <p>SUBSTITUTED SERVICE AND INTERMODAL SERVICE</p> <p>A. SUBSTITUTED SERVICE</p> <p>This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. In no event shall any such transfer</p>		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,002
SECTION 2 - RULES	CORR: 0	Issued: 18Jan2023
<p>Items with effective dates prior to page Issue Date are brought forward without change.  Future effective items are preceded with a &gt; symbol.</p>		
<p><u>RULE 1: Scope (Continued)</u></p> <p>arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.</p> <p>B. INTERMODAL SERVICE</p> <p>Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service.</p> <p>Intermodal Rates will be shown as single-factor through rates as specified in individual TLI's.</p> <p>Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 Herein).</p> <p>Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual tariff line items of this tariff. Intermodal rates will apply from locations specified in rule 1-B.</p>		
<p>This tariff number 026866-001 is published by Distribution-Publications, Inc. (DPI) on the web at <a href="http://www.dpiusa.com">http://www.dpiusa.com</a>.</p>		

TERRA LOGISTICS L.L.C. - FMC Tariff No. 001	Orig/Rev Original	Page 2,000,003
FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,003
SECTION 2 - RULES	CORR: 0	Issued: 18Jan2023
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		
<p><u>RULE 1-A: Worldwide Ports and Points</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Except as otherwise provided, this tariff names rates applying between USA Ports and Ports and World Ports and Points named herein. Rates to and from World Inland Points apply via Base Port Groups as shown below. USA Ports are shown in Rule 1.</p> <p>1. North East Asia (NEASIA): Rates apply to and from ports and points in the following countries: Hong Kong, Japan, Korea, Macau, Mongolia, People's Republic of China, Taiwan (Republic of China), and Russia (former USSR). Rates to/from inland points apply via the Northeast Asia Base Port Groups, (NEASIABP), defined as:</p> <p>PORT GROUP</p> <p>_____</p> <p>NEASIABP</p> <p>BASE PORTS</p> <p>_____</p> <p>Hong Kong, HONG KONG Kobe, Nagoya, Osaka, Tokyo, Yokohama, JAPAN Busan, REPUBLIC OF KOREA Dalian, Fuzhou, Shanghai, Shekou, Tianjin, Xiamen (Hsia Men), PEOPLE'S REPUBLIC OF CHINA Vostochny, RUSSIA (former USSR) Keelung (Chilung), Kaoshiung, TAIWAN (REPUBLIC OF CHINA)</p> <p>2. Southeast Asia (SEASIA): Rates apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam. Rates to/from inland points apply via the Southeast Asia Base Port Group (SEASIABP), defined as follows:</p> <p>PORT GROUP</p> <p>_____</p> <p>SEASIABP</p> <p>BASE PORTS</p> <p>_____</p>		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,004
SECTION 2 - RULES	CORR: 0	Issued: 18Jan2023
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		
<p><u>RULE 1-A: Worldwide Ports and Points (Continued)</u></p> <p>Jakarta, INDONESIA Port Kelang, Penang, MALAYSIA Cebu, Manila, PHILIPPINES Singapore, SINGAPORE Bangkok, THAILAND</p> <p>3. South Asia (SOUTHASIA): Rates apply to/from ports and points in the following countries: Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka. Rates to/from inland points apply via the South Asia Base ports (SASIABP), defined as:</p> <p>PORT GROUP _____</p> <p>SOUTHASIABP</p> <p>BASE PORTS _____</p> <p>Chittagong, BANGLADESH Bombay (Mumbai), Calcutta (Kolkatta), Madras (Chennai), INDIA Karachi, PAKISTAN Colombo, SRI LANKA</p> <p>4. Australia, New Zealand and Oceania (ANZOCEANIA): Rates apply to/from ports and points in the following countries: Australia, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn Islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, Samoa. Rates to/from inland points apply via the Australia, New Zealand, Oceania Base Port Group (ANZOCEANIABP), defined as:</p> <p>PORT GROUP _____</p> <p>ANZ/OCEANIABP</p> <p>BASE PORTS _____</p> <p>Adelaide, Brisbane, Freemantle, Melbourne, Sydney, AUSTRALIA</p>		
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SECTION 2 - RULES	CORR: 0	Issued: 18Jan2023
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		
<p><u>RULE 1-A: Worldwide Ports and Points (Continued)</u></p> <p>Auckland, Christchurch, Lyttleton, Wellington, NEW ZEALAND  Suva, FIJI  Papeete, FRENCH POLYNESIA  Noumea, NEW CALEDONIA  Lae, Port Moresby, PAPUA NEW GUINEA  Apia, SAMOA  Honiara, SOLOMON ISLANDS  Nukualofa, TONGA  Port Vila, VANUATU</p> <p>5. Middle East (MIDEAST): Rates apply to/from ports and points in the following countries: Bahrain, Iran, Iraq, Jordan Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen. Rates to/from inland points apply via the Mideast Base Port Group (MIDEASTBP), defined as:</p> <p>PORT GROUP</p> <hr/> <p>MIDEASTBP</p> <p>BASE PORTS</p> <hr/> <p>Bahrain, BAHRAIN  Bandar Abbas, Bandare Khomeyni, IRAN  Aqaba, JORDAN  Mina Qabus (Muscat), OMAN  Ad Dawhah (Doha), QATAR  Dammam and Jeddah, SAUDI ARABIA  Abu Zaby (Abu Dhabi), Dubayy (Dubai), Fujeirah, Jabal Ali (Jebel Ali), UNITED ARAB EMIRATES  Hodeidah, YEMEN</p> <p>6. Africa (AFRICA): Rates apply to/from ports and points in the countries shown in the AFRICABP Base Port Group as shown below. Rates also apply to/from all points in the following African countries: Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, Uganda, Western Sahara, Zambia, Zimbabwe; rates to/from inland points in these countries apply via the Africa Base Port Group (AFRICABP), which is defined below. For rates to North African countries, see the Mediterranean (MED) Country and Base Port Group.</p>		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 2,000,006
SECTION 2 - RULES	CORR: 0	Issued: 18Jan2023
<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a &gt; symbol.</p>		
<p><u>RULE 1-A: Worldwide Ports and Points (Continued)</u></p> <p>PORT GROUP</p> <hr/> <p>AFRICABP</p> <p>BASE PORTS</p> <hr/> <p>(EAST AND SOUTH AFRICA):</p> <p>Moroni, COMOROS  Djibouti, DJIBOUTI  Mitsiwa, ETHIOPIA  Mombasa, KENYA  Luderitz and Walvis Bay, NAMIBIA  Toamasina and Toliara, MADAGASCAR  Port Louis, MAURITIUS  Beira, Maputo, Nacal MOZAMBIQUE  Mahe, SEYCHELLES  Berbera, Muqdisho (Mogadishu), SOMALIA  Durban, Capetown, SOUTH AFRICA  Bur Sudan (Port Sudan), SUDAN  Dar Es Salaam, Tanga, Zanzibar, TANZANIA</p> <p>(WEST AFRICA)</p> <p>Lobito, Landana (Luanda), ANGOLA  Cotonou, BENIN  Douala, CAMEROON  Praia, CAPE VERDE ISLANDS  Pointe Noire, CONGO  Libreville, Port Gentil, GABON  Banjul, THE GAMBIA  Accra, Sekondi, Takoradi, Tema, GHANA  Conakry, GUINEA  Bissau, GUINEA BISSAU  Abidjan, IVORY COAST  Monrovia, LIBERIA  Nouakchott, MAURITANIA  Lagos, Port Harcourt, NIGERIA  Dakar, SENEGAL  Freetown, SIERRA LEONE  Lome, TOGO  Matadi, DEMOCRATIC REPUBLIC OF THE CONGO</p> <p>7. Mediterranean (MED): Rates apply to/from ports and</p>		
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SECTION 2 - RULES	CORR: 0	Issued: 18Jan2023
<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a &gt; symbol.</p>		
<p><u>RULE 1-A: Worldwide Ports and Points (Continued)</u></p> <p>points in the following countries: Andorra, Algeria, Azores Islands (Portugal), Canary Islands (Spain), Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Lebanon, Madeira (Portugal), Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Bosnia and Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Slovenia. Rates to/from inland points apply via the Mediterranean Base Ports Group (MEDBP), defined as:</p> <p>PORT GROUP</p> <hr/> <p>MEDBP</p> <p>BASE PORTS</p> <hr/> <p>Alger (Algiers), ALGERIA  Ponta Delgada, AZORES (Portugal)  Las Palmas, Tenerife, CANARY ISLANDS (Spain)  Dubrovnik, Split, CROATIA  Lemosos (Limassol), CYPRUS  Al Iskandariyah (Alexandria), Bur Sa Id (Port Said), EGYPT  Marseilles, FRANCE  Piraeus (Piraeus), Thessaloniki (Solonika), GREECE  Ashdod, Hefa, ISRAEL  Genova (Genoa), Livorno (Leghorn), ITALY  Bayrut (Beirut), LEBANON  Funchal, MADEIRA ISLANDS (Portugal)  Valletta, MALTA  Port of Bar, MONTENEGRO  Casablanca, Rabat, Tangier, MOROCCO  Leixoes, Lisboa, Oporto, PORTUGAL  Koper, SLOVENIA  Barcelona, Bilbao, Valencia, SPAIN  Al Ladhiqiyah (Latakia), SYRIA  Sfax, Tunis, TUNISIA  Mersin, Izmir, Istanbul, TURKEY</p> <p>8. Northern Europe (NEUROPE): Rates apply to/from ports and points in the following countries: Austria, Belgium, Bulgaria, Czech Republic, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Greenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Slovakia, Sweden,</p>		
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SECTION 2 - RULES	CORR: 0	Issued: 18Jan2023
<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a &gt; symbol.</p>		
<p><u>RULE 1-A: Worldwide Ports and Points (Continued)</u></p> <p>Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Soviet Republics of Armenia, Azerbaijan, Belorussia (Belarus), Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan. Rates to/from inland points apply via the North Europe Base Port Group (NEUROPEBP), defined as:</p> <p>PORT GROUP</p> <hr/> <p>NEUROPEBP</p> <p>BASE PORTS</p> <hr/> <p>Antwerpen (Antwerp), BELGIUM  Varna, BULGARIA  Aarhus, Copenhagen, DENMARK  Tallinn, ESTONIA  Helsinki, Kotka, Turku, FINLAND  Le Havre, FRANCE  Bremen, Bremerhaven, Hamburg, GERMANY  Baile Atha Cliath (Dublin), Cork, Galway, Waterford, IRELAND (EIRE)  Riga, LATVIA  Klaipeda, LITHUANIA  Amsterdam, Rotterdam, NETHERLANDS  Bergen, Oslo, Stavanger, NORWAY  Gdansk, Gdynia, POLAND  Costanta, ROMANIA  St. Petersburg, RUSSIAN FEDERATION  Goteborg, Malmo, Stockholm, SWEDEN  Belfast, Felixstowe, Glasgow, Grangemouth, Liverpool, London, Southampton, UNITED KINGDOM</p> <p>9. North America: Rates apply to/from ports and points in Canada and Mexico. Rates to/from points in Canada apply via the Canada Base Port Group (CANADABP) as shown below. Rates to/from inland points in Mexico apply via the Mexico Base Ports (MEXICOBP), as shown below:</p> <p>PORT GROUP</p> <hr/>		
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<p><u>RULE 1-A: Worldwide Ports and Points (Continued)</u></p> <p>CANADABP</p> <p>BASE PORTS</p> <p>_____</p> <p>St. Johns, Newfoundland, CANADA Charlottetown, Prince Edward Island, CANADA Halifax, Nova Scotia, CANADA Saint John, New Brunswick, CANADA Montreal, Quebec, Quebec, CANADA Toronto, Ontario, CANADA Vancouver, British Columbia, CANADA</p> <p>PORT GROUP</p> <p>_____</p> <p>MEXICOBP</p> <p>BASE PORTS</p> <p>_____</p> <p>Tampico, Veracruz, MEXICO Lazaro Cardenas, Manzanillo, Salina Cruz, MEXICO</p> <p>10. Central America (CAMERICA): Rates apply to/from ports and points in the following Central American countries: Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama. Rates to/from inland points apply the Central America Base Port Group (CAMERICABP), defined as:</p> <p>PORT GROUP</p> <p>_____</p> <p>CAMERICABP</p> <p>BASE PORTS</p> <p>_____</p> <p>Belize City, BELIZE Puerto Limon, COSTA RICA San Jose, Santo Tomas de Castilla, GUATEMALA Puerto Henecan, Puerto Cortes, HONDURAS Corinto, Managua, NICARAGUA Balboa, Cristobal, Panama City, PANAMA</p> <p>11. Caribbean Islands (CARIBBEAN): Rates apply to/from</p>		
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<p><u>RULE 1-A: Worldwide Ports and Points (Continued)</u></p> <p>ports and points in the Caribbean Island Countries named in the Caribbean Base Port Group. Rates to/from inland points apply via the Caribbean Base Port Group (CARIBBEANBP), defined as:</p> <p>PORT GROUP</p> <hr/> <p>CARIBBEANBP</p> <p>BASE PORTS</p> <hr/> <p>St. Johns, ANTIGUA AND BARBUDA Oranjestad, ARUBA Freeport, Nassau, BAHAMAS Bridgetown, BARBADOS Hamilton, BERMUDA Tortola, BRITISH VIRGIN ISLANDS Georgetown, CAYMAN ISLANDS Willemstad, CURACAO Roseau, DOMINICA Santo Domingo, DOMINICAN REPUBLIC Saint Georges, GRENADA Pointe a Pitre, GUADELOUPE Port Au Prince, HAITI Kingston, Montego Bay, JAMAICA Fort de France, MARTINIQUE Plymouth, MONSTSERRAT Basseterre, ST KITTS/NEVIS Castries, ST. LUCIA Kingstown, ST. VINCENT AND THE GRENADINES Grand Turk Island, TURKS AND CAICOS ISLANDS Port of Spain, TRINIDAD</p> <p>12. South America (SAMERICA): Rates apply to/from ports and points in the following South American countries: Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela. Rates to/from inland points apply via the South America Base Port Group (SAMERICABP), defined as:</p> <p>PORT GROUP</p> <hr/> <p>CARIBBEANBP</p>		
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<p>Items with effective dates prior to page Issue Date are brought forward without change.  Future effective items are preceded with a &gt; symbol.</p>		
<p><u>RULE 1-A: Worldwide Ports and Points (Continued)</u></p> <p>BASE PORTS</p> <hr/> <p>Buenos Aires, ARGENTINA  Fortaleza, Santos, Sao Paulo, Rio de Janeiro, BRAZIL  Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas,  Talcahuano, Tocopilla, Tocopilla, CHILE  Barranquilla, Buenaventura, Cartagena, Santa Marta,  COLOMBIA  Guayaquil, ECUADOR  Cayenne, FRENCH GUIANA  Georgetown, GUYANA  Asuncion, PARAGUAY  Callao, PERU  Paramaribo, SURINAME  Montevideo, URUGUAY  La Guaira, Maracaibo, Puerto Cabello, VENEZUELA</p> <p>Rates also apply to/from ports and inland points named in  the individual tariff items (TLI's) of this tariff.</p>		
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RULE 1-B: Intermodal Service		
Effective: 09Mar2018 Thru: Expires: Publish 09Mar2018 Amend: I		
Intermodal through rates apply from and to points in the U.S. states listed below only as specified in individual tariff line items.		
1. U.S. IPI origin and destination states, and grouping:		
Alabama	AL	Nebraska NE
Arizona	AZ	Nevada NV
Arkansas	AR	North Carolina NC
		North Dakota ND
California	CA	New Hampshire NH
Colorado	CO	New Jersey NJ
Connecticut	CT	New Mexico NM
		New York NY
Delaware	DE	
		Ohio OH
Florida	FL	Oklahoma OK
		Oregon OR
Georgia	GA	
		Pennsylvania PA
Idaho	ID	
Illinois	IL	Rhode Island RI
Indiana	IN	
Iowa	IA	South Carolina SC
		South Dakota SD
Kansas	KS	
Kentucky	KY	Tennessee TN
		Texas TX
Louisiana	LA	
		Utah UT
Maine	ME	
Maryland	MD	Vermont VT
Massachusetts	MA	Virginia VA
Michigan	MI	
Minnesota	MN	Washington WA
Mississippi	MS	West Virginia WV
Missouri	MO	Wisconsin WI
Montana	MT	Wyoming WY

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<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a &gt; symbol.</p>		
<p><u>RULE 2: Application of Rates and Charges</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>1. Rates published in this Tariff are stated in terms of U.S. Currency and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight.</p> <p>All freight rates and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided.</p> <p>Rates indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.</p> <p>2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper, or Consignee of the Cargo.</p> <p>The "Point" rates named in this Tariff are applicable from Inland Points which lie beyond port terminal areas. Such rates will be shown as single-factor through rates.</p> <p>Such rates shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) but not including Customs clearance assessments or Forwarding Charges, except as provided.</p> <p>Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the</p>		
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<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a &gt; symbol.</p>		
<p><u>RULE 2: Application of Rates and Charges (Continued)</u></p> <p>cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. (See item 16, re: Advanced Charges.)</p> <p>Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.</p> <p>3. Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles contained therein.</p> <p>4. Rates as published herein do not include Marine Insurance or Consular fees.</p> <p>5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs.</p> <p>Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.</p> <p>6. Unless otherwise specified, when the rates in this Tariff are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.</p> <p>7. The rates shown in this Tariff except where predicated</p>		
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<p>Items with effective dates prior to page Issue Date are brought forward without change.  Future effective items are preceded with a &gt; symbol.</p>		
<p><u>RULE 2: Application of Rates and Charges (Continued)</u></p> <p>on specifically lower values or on an ad valorem basis,  are subject to Bill of Lading limit of value.</p> <p>8. Except as otherwise provided, rates published in this  Tariff apply only to the specific commodity named and  cannot be applied to analogous articles. Unless a  commodity is specifically provided for, the  applicable Cargo, N.O.S. rate shall be applied.</p> <p>9. Wherever rates are provided for articles named herein,  the same rate will also be applicable on parts of such  articles where so described in the ocean bill of  lading, except where specific rates are provided for  such parts.</p> <p>10. FORCE MAJEURE CLAUSE: "Without prejudice to any rights  or privileges of the Carrier's under covering Bills of  Lading, dock receipts, or booking contracts or under  applicable provisions of law, in the event of war,  hostilities, warlike operations, embargoes, blockades,  port congestion, strikes or labor disturbances,  regulations of any governmental authority pertaining  thereto or any other official interferences with  commercial intercourse arising from the above  conditions and affecting the Carrier's operations, the  Carrier reserves the right to cancel any outstanding  booking or contract in conformity with Federal Maritime  Commission Regulations."</p> <p>11. When a commodity can properly be carried under more  than one tariff item, but which by its nature is  clearly influenced by its end use, the freight shall be  assessed based on the rate of the end use commodity,  eg:</p> <p>Rubber Gloves, Cotton Gloves, etc. would all be rated  under "Gloves, N.O.S." rather than Rubber Goods,  Textiles, etc.</p> <p>The above does not apply in cases where there is a  specific tariff rate for the commodity in question,  eg: If the tariff contains a rate for Rubber Gloves,  then this rate will apply - and NOT the Gloves, N.O.S.  rate.</p> <p>12. When two or more rates may be applicable to a given</p>		
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<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a &gt; symbol.</p>		
<p><u>RULE 2: Application of Rates and Charges (Continued)</u></p> <p>shipment and one rate is more specific than the others, the most specific rate shall apply.</p> <p>One rate is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Pineapple is more specific than Canned Fruit or Canned Goods, N.O.S.</p> <p>A rate from/to a specific destination is more specific than a rate to/from a geographic range or zone,</p> <p>Examples:</p> <p>A rate from New York, NY is more specific than a rate from Atlantic and Gulf Base Ports (AGBP).</p> <p>A rate to Yokohama, Japan is more specific than a rate to Japan Base Ports (JBP).</p> <p>13. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.</p> <p>Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.</p> <p>14. TYPES OF SERVICE PROVIDED</p> <p>CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.</p> <p>CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.</p>		
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<p><u>RULE 2: Application of Rates and Charges (Continued)</u></p> <p>CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.</p> <p>CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.</p> <p>DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.</p> <p>15. SERVICE OPTIONS:</p> <p>a. The following service types are available and pertain to rates contained in this tariff.</p> <p>Container Yard (Y) The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.</p> <p>Container Freight Station (S) The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent.</p> <p>Door (D) Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.</p>		
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<p><u>RULE 2: Application of Rates and Charges (Continued)</u></p> <p>Door Service is applicable only where specifically provided in the individual TLIs, or where specified in an Inland Rate Table.</p> <p>Ocean Port (O) Ocean Port rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.</p> <p>b. Any combination of the above services may be offered/filed, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.</p> <p>c. Carrier may also utilize the following terminology to describe its services:</p> <p>IPI Service, from Asia to USA</p> <p>The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.</p> <p>MLB Service (Mini Land Bridge), from Asia to USA</p> <p>The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic &amp; Gulf Ports.</p> <p>RIPI Service, from Asia to USA</p> <p>The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.</p> <p>16. ADVANCED CHARGES</p>		
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<p><u>RULE 2: Application of Rates and Charges (Continued)</u></p> <p>Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading , and provided they do not relate in any part to cargo cost and/or ocean freight thereon, but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.</p>		
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<p><u>RULE 2-010: Packing Requirements</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <ol style="list-style-type: none"> <li>1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.</li> <li>2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.</li> <li>3. Gross weight in pounds and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.</li> <li>4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative. Old marks must be removed or effaced.</li> </ol>		
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<p><u>RULE 2-020: Diversion By Carrier</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>When the Ocean Carrier discharges cargo at a terminal port other than the port named in the ocean bill of lading, the ocean carrier may arrange, at its option, for movement via rail, truck or water, of the shipment from the port of actual discharge only as indicated hereunder:</p> <ol style="list-style-type: none"> <li>1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. carrier may, at their convenience, deliver cargo to points enroute between carrier's discharging terminal and carrier's delivery terminal provided the rates are nto already provided for such destinations in individual commodity items.</li> <li>2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading. within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.</li> </ol> <p>NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the freight rates applicable to the port of destination named in the bill of lading shall be assessed.</p> <p>In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.</p>		
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<p><u>RULE 2-030: Mixed Commodity Rates</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Mixed Commodities</p> <p>Commodity Items in Number Series 99XX-XX-XXXX, "Mixed Commodities" shall consist of a minimum of two of the named items, no one of which exceeds 90% of the total weight or cube of the shipment.</p>		
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RULE 2-040: Container Capacity																																										
Effective: 09Mar2018 Thru:	Expires:	Publish 09Mar2018 Amend: I																																								
Where rules or rates make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as shown below regardless of the actual capacity.																																										
A. For Dry Containers (Subject to Note 1):																																										
<table><tr><td colspan="3">SIZE (IN FEET)</td><td>INSIDE CUBIC CAPACITY</td></tr><tr><td>W</td><td>H</td><td>L</td><td></td></tr><tr><td>8'</td><td>x 9'6"</td><td>x 45'</td><td>85.94 cbm (3035 cft)</td></tr><tr><td>8'6"</td><td>x 8'6"</td><td>x 45'</td><td>78.13 cbm (2759 cft)</td></tr><tr><td>8'</td><td>x 9'6"</td><td>x 40'</td><td>76.42 cbm (2699 cft)</td></tr><tr><td>8'</td><td>x 9'</td><td>x 40'</td><td>72.21 cbm (2550 cft)</td></tr><tr><td>8'</td><td>x 8'6"</td><td>x 40'</td><td>67.70 cbm (2391 cft)</td></tr><tr><td>8'</td><td>x 8'</td><td>x 40'</td><td>63.80 cbm (2253 cft)</td></tr><tr><td>8'</td><td>x 8'6"</td><td>x 20'</td><td>33.41 cbm (1180 cft)</td></tr><tr><td>8'</td><td>x 8'</td><td>x 20'</td><td>31.26 cbm (1104 cft)</td></tr></table>			SIZE (IN FEET)			INSIDE CUBIC CAPACITY	W	H	L		8'	x 9'6"	x 45'	85.94 cbm (3035 cft)	8'6"	x 8'6"	x 45'	78.13 cbm (2759 cft)	8'	x 9'6"	x 40'	76.42 cbm (2699 cft)	8'	x 9'	x 40'	72.21 cbm (2550 cft)	8'	x 8'6"	x 40'	67.70 cbm (2391 cft)	8'	x 8'	x 40'	63.80 cbm (2253 cft)	8'	x 8'6"	x 20'	33.41 cbm (1180 cft)	8'	x 8'	x 20'	31.26 cbm (1104 cft)
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B. For Reefer Containers (Subject to Note 1):																																										
<table><tr><td colspan="3">SIZE (IN FEET)</td><td>INSIDE CUBIC CAPACITY</td></tr><tr><td>W</td><td>H</td><td>L</td><td></td></tr><tr><td>8' x</td><td>8'</td><td>x 20'</td><td>25.7 cbm</td></tr><tr><td>8' x</td><td>8'6"</td><td>x 20'</td><td>28.1 cbm</td></tr><tr><td>8' x</td><td>9'6"</td><td>x 40'</td><td>65.89 cbm</td></tr><tr><td>8' x</td><td>9'</td><td>x 40'</td><td>59.52 cbm</td></tr><tr><td>8' x</td><td>8'6"</td><td>x 40'</td><td>55.45 cbm</td></tr></table>			SIZE (IN FEET)			INSIDE CUBIC CAPACITY	W	H	L		8' x	8'	x 20'	25.7 cbm	8' x	8'6"	x 20'	28.1 cbm	8' x	9'6"	x 40'	65.89 cbm	8' x	9'	x 40'	59.52 cbm	8' x	8'6"	x 40'	55.45 cbm												
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NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in various States of the U.S.A.																																										

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<p><u>RULE 2-050: Shipper Furnished Containers</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>In lieu of the carrier furnished containers, shippers may offer cargo for ocean transportation in shipper furnished containers subject to the following provisions: -</p> <p>A. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.</p> <p>B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carriers vessel prior to loading the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.</p> <p>C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.</p> <p>D. Shipper furnished containers will be accepted only at loading ports CY and delivered only at destination CY.</p> <p>E. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdership of the container offered for shipment.</p>		
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<p><u>RULE 2-060: Measurement And Weight</u></p> <p>Effective: 09Mar2018 Thru: Expires: Publish 09Mar2018 Amend: I</p> <p>Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic metre respectively. Whenever freight charges are assessed on a W/M "weight or measurement" basis or where rates are provided on both a "W" and "M" basis, the freight charges will be computed on the gross weight or the overall measurement of the pieces or packages, whichever computation produces the greater revenue to the Carrier.</p> <p>1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.</p> <p>2. Rounding off- Dimensions</p> <p>Where parts of centimetre occur in dimensions, such parts below 0.5 cm. are to be ignored, and those of 0.5 cm. and over are to be rounded off to the centimetre above.</p> <p>3. Calculating Cubic Measurements</p> <p>The three dimensions in centimetres (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic metres to six decimals.</p> <p>In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.</p> <p>In the case of multiple packages of like dimensions the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.</p> <p>4. OFFICIAL MEASURERS AND WEIGHERS</p> <p>The straight loaded shipments of consolidator Cargo, stuffed at carrier's nominated off dock CY locations, does not require measuring/weighing for purposes of confirming volume/weight of cargo. For such shipments, however, there must be a certificate from an officially appointed Sworn Measurer to confirm the exact location</p>		
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<p><u>RULE 2-060: Measurement And Weight (Continued)</u></p> <p>at which the shipment was stuffed into the container.</p> <p>5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT</p> <p>A. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing. Carrier may arrange at the port/point of destination for the verification of the description, measurement or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.</p> <p>B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or remeasuring. If such outturn reweighing, remeasuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, remeasuring and/or resurveying shall be for the account of the cargo.</p> <p>6. RATES APPLICABLE PER EACH 100 LBS OR 1 CUBIC FOOT</p> <p>Rates published herein may also be based on 100 pounds (lbs) or and 1 cubic foot respectively. The rate basis for these rates will be shown as EACH and will be defined in notes filed with the tariff rate item. Freight charges for these rates will be computed on the gross weight or the overall measurement of the pieces or packages, whichever</p>		
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<p><u>RULE 2-060: Measurement And Weight (Continued)</u></p> <p>computation produces the greater revenue to the Carrier. Measurement and weight for these rates will be as follows:</p> <p>A. All packages will be measured in INCHES and weight in POUNDS.</p> <p>B. Rounding off- Dimensions Where parts of an inch occur in dimensions, such parts below 0.5" are to be ignored, and those of 0.5" and over are to be rounded off to the inch above.</p> <p>C. Calculating Cubic Measurements The three dimensions in cubic feet (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic feet to six decimals.</p> <p>In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.</p> <p>In the case of multiple packages of like dimensions the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.</p>		
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<p><u>RULE 2-070: Overweight Containers</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for account of cargo.</p> <p>The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the ocean carrier transporting the shipment, its agents and the motor/rail carrier(s), harmless from any and all damages or liability from claims by whomever brought arising in whole or in part from the shipment exceeding any lawful weight limitation. Such indemnification shall include attorneys' fees and all costs incurred in the defense of such claim(s).</p>		
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<p><u>RULE 2-080: Shipper's Load And Count</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so claused, and:</p> <p>No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.</p> <p>Carrier will not be directly or indirectly responsible for:</p> <ol style="list-style-type: none"> <li>1) Damage resulting from improper loading or mixing of articles in containers, or shipper's use of unsuitable or inadequate protective and securing materials when loading to open-side flatrack type containers.</li> <li>2) Any discrepancy in count or concealed damage to articles.</li> </ol> <p>Except as otherwise provided, shipments destined to more than one port of discharge may not be loaded by shipper into the same container.</p> <p>Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers and their expense and the carrier shall not be responsible for such materials nor their return after use. The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.</p>		
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<p>RULE 2-090: Diversion of Cargo (By Shipper or Consignee)</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>A request for diversion of a shipment will be considered as an amendment to the contract of carriage and will be subject to the following definitions, conditions and charges:</p> <p>A. Definition of Diversion:</p> <p>A change in the original billed destination (which may also include a change in Consignee, order party, or both). A change in Consignee, order party or both will not be considered as diversion of cargo.</p> <p>B. Conditions:</p> <ol style="list-style-type: none"> <li>1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.</li> <li>2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. <p>Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.</p> </li> <li>3. This rule will apply to full Bill of Lading quantities or full container loads only.</li> <li>4. A shipment may only be diverted once. <p>Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that</p> </li> </ol>		
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<p><u>RULE 2-090: Diversion of Cargo (By Shipper or Consignee) (Continued)</u></p> <p>such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.</p> <p>5. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination to which diverted in accordance with tariffs on file with the FMC.</p> <p>6. Diversion charges or administrative charge are payable by the party requesting the diversion.</p>		
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<u>RULE 2-100: Mixed Shipments</u> Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I		
<ol style="list-style-type: none"> <li>1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity rate applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.</li> <li>2. Single shipments which consist of articles subject to two or more different commodity rates, when articles subject to such different rates are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity rate applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.</li> <li>3. Where different scales of rates are provided for shipments of different weights, apply on each article the rate which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment. Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of rates, will be charged for at the lowest rate applicable to any article in the shipment.</li> <li>4. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity rate applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the rates used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.</li> </ol>		
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<p><u>RULE 2-110: Restricted Articles</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Unless otherwise specified in tariffs making reference hereto, the following articles of property will not be accepted for transportation nor as premiums accompanying other articles.</p> <ol style="list-style-type: none"> <li>1. Ammunition, small arms and high explosive shells.</li> <li>2. Animals, live, domestic or wild (including pets) or ostriches.</li> <li>3. Bank bills, coin or currency; deed, drafts, notes or valuable papers of any kind; jewelery; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; or other articles of extraordinary value.</li> <li>4. Corpses or cremated remains.</li> <li>5. Decorations, viz: bushes, Christmas trees, plants or trees, natural, preserved.</li> <li>6. Eggs, viz: Hatching.</li> <li>7. Fireworks of any description.</li> <li>8. Freight transported in bulk (Not packaged).</li> <li>9. Fruit or Vegetables, viz: fresh.</li> <li>10. Meats, fresh; poultry or rabbits, dressed.</li> <li>11. Nursery stock.</li> <li>12. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl.</li> <li>13. Silver articles or ware, sterling.</li> <li>14. Livestock.</li> <li>15. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for</li> </ol>		
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<p><u>RULE 2-110: Restricted Articles (Continued)</u></p> <p>transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.</p> <p>16. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.</p> <p>17. Except as provided in tariffs making reference hereto, shipments requiring temperature control.</p> <p>18. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.</p>		
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<p><u>RULE 2-120: Freight All Kinds (FAK)</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Unless otherwise provided herein, any item described as  "Freight All Kinds" shall consist of a MINIMUM of two  different commodity items. Further restrictions to the item  shall be contained in the individual Commodity Item.</p>		
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<p>RULE 2-130: ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Different levels of Service are offered by the Carrier as shown below and in Rule 2-140. Unless otherwise specified in the individual rate item, Rates are applicable for "Regular Service."</p> <ol style="list-style-type: none"> <li>1. Regular - Shipper accepts transit time as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Regular service rates are shown in this tariff, unless otherwise specified.</li> <li>2. Premium - Shipper/Consignee requests carrier-provided premium service, in which case cargo will be delivered not less than 4 days faster than if shipped by regular service. Rates applicable to premium service will be noted "Premium Service" in the individual tariff line items. Shipper/Consignee must specifically request premium service at the time of shipment, or Shipper/Consignee must instruct carrier to provide premium service for all shipments of specific tariff line items.</li> <li>3. Economy - Shipper/Consignee requests carrier provide economy service, in which case shipments will be delivered not less than 4 days slower than if shipped by carrier's regular service. Rates applicable to economy service will be noted with "Economy Service" in the individual tariff line rate items. Shipper/Consignee requests for economy service must be made at the time of shipment. Shipper/Consignee must instruct carrier to provide economy service for all shipments of a specific tariff line item.</li> </ol>		
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<p>RULE 2-140: ALTERNATE RATE/SERVICE LEVELS: CARRIER SPECIFIC</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Different levels of service are offered by the Carrier as defined in Rule 2-130 and below. Unless otherwise specified in the individual rate item, rates are applicable for "Regular Service."</p> <p>a. Regular - Shipper accepts service as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Carrier may utilize any underlying ocean, motor, rail or air carrier, at its sole option. Regular service rates are shown in this tariff, unless otherwise specified.</p> <p>b. Carrier Specific - Shipper/Consignee requests Carrier-Specific service, and Carrier provides a freight rate for service applicable only when a specifically named ocean carrier is used. Rates applicable to Carrier-Specific service will be noted in the individual tariff rate items with the name of the underlying ocean carrier. Shipper/Consignee must request Carrier-Specific service at the time of shipment, or Shipper/Consignee must instruct carrier to provide Carrier-Specific service for all shipments of specific tariff line items.</p>		
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<p><u>RULE 2-150: DOCUMENTATION FEES</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Except as otherwise provided in tariff rate items, all  shipments will be subject to the following:</p> <p>Documentation Fee: USD 100 per B/L</p>		
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<p>RULE 2-160: AMS CHARGES</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Except as otherwise provided in tariff rate items, in addition to the documentation charges currently in effect under this tariff the following will apply to all shipments to destinations in the USA:</p> <p>1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non- U.S. port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. The amount of the charge shall be:</p> <p style="padding-left: 40px;">Cargo Declaration Data Charge (CDDC) US\$30 per bill of lading</p> <p>2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be:</p> <p style="padding-left: 40px;">Amendment Fee US\$ 40 per correction</p> <p>3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.</p> <p>4. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.</p> <p>5. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and U.S. customs as follows:</p>		
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<p><u>RULE 2-160: AMS CHARGES (Continued)</u></p> <p>If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any all costs incurred by Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.</p> <p>6. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill".</p> <p>7. Cargo Declaration Data Charge (CDDC) may also be referred to as AMS Fee or AMS Charge.</p>		
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<p>RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA (CDDC)</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>See Rule No. 2-150 (Documentation Fees) and Rule No. 2-160 (AMS Charges) for assesorial charges to apply pursuant to this rule.</p> <p>A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.</p> <p>Pursuant to Customs regulations effective December 2, 2002, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs Service at least 24 hours prior to the loading of the cargo on Carrier's vessel. Failure to comply with these requirements will result in cargo not being loaded.</p> <p>1. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Cargo, N.O.S.,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.</p> <p>2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ('ACE').</p> <p>3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.</p>		
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<p><u>RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA (CDDC) (Continued)</u></p> <p>4. Internationally recognized hazardous material code when such materials are being shipped.</p> <p>5. Seal numbers for all seals affixed to the container.</p> <p>B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.</p> <p>Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:</p> <p>1. Shippers who submit their shipping instructions in paper format will be required to submit their shipping instructions to Carrier no later than seventy-two (72) hours prior to vessel arrival at the foreign port of load. This applies to all U.S. destined cargo as well as cargo intended to be transshipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.</p> <p>C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.</p> <p>Non-vessel operating common carriers ('NVOCCs') that are licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective tariff, and has posted the required financial security with the FMC.</p> <p>1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.</p>		
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<p><u>RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA (CDDC) (Continued)</u></p> <p>2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C(1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.</p> <p>3. All NVOCCs shall be subject to Paragraphs D and E of this rule.</p> <p>D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.</p> <p>1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.</p> <p>2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts</p>		
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<p><u>RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA (CDDC) (Continued)</u></p> <p>due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.</p> <p>E. INDEMNIFICATION OF CARRIER. If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.</p> <p>F. CONFIDENTIALITY. Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than containerload cargo containing shipments by more than one Shipper.</p> <p>G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 and 2-160 for charges to apply.</p>		
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<p><u>RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA (CDDC) (Continued)</u></p>		
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<p><u>RULE 2-180: ACE/AES/SED HANDLING FEE</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Except as otherwise provided in tariff rate items (TRIs) the following will apply on all shipments from or via US Ports (US Exports):</p> <p>1. ACE/AES/SED Handling Fee</p> <p>When Carrier files electronic export information (EEI) with the Automated Commercial Environment (ACE) Automated Export System (AES) of the US federal government covering shipments from US ports, such service will be provided a fee of \$100 per EEI filing, for account of the shipper. EEI was previously called "AESDirect", "Shipper's Export Declaration" or "SED."</p> <p>2. Amendments By Shipper</p> <p>Shipper amendments of the declaration of the Bill of Lading will only be accepted if such amendments are in conformity with the shipper's EEI or supported by an EEI showing the words "Correction Copy". Each amendment will be assessed a handling fee of \$100 for account of the shipper.</p> <p>3. Timely Filing</p> <p>The Shipper or his Forwarder shall be liable for and shall hold the Carrier harmless from any loss, damage, delay expense or liability incurred by or levied upon the Carrier or the goods by reason of non-compliance with Customs or other regulations, including regulations of underlying ocean carrier, resulting from late presen- tation of the shipper's EEI, including fines or penalties incurred by Carrier which shall in all cases be for account of the shipper.</p> <p>4. MEAT AND POULTRY EXPORT CERTIFICATES</p> <p>U.S. Customs regulations requires the filing and/or submission of Meat Export Certificate/s for shipments of meat, meat by-products and poultry including edible tallow destined to foreign country/ies. This certi- ficate must be submitted to the carrier prior to receipt of cargo at any port/point of loading as named in the scope of this tariff (See Rule 1) . The shipper or his</p>		
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<p><u>RULE 2-180: ACE/AES/SED HANDLING FEE (Continued)</u></p> <p>authorized representative shall hold the carrier harmless on the goods by reason of non-compliance with Customs regulations.</p> <p>5. EXPORT FRUIT CERTIFICATE</p> <p>a. Pursuant to the Export Apple and Pear Act and the Export Grape and Plum Act, every shipment of apples, pears and grapes must be accompanied by a U.S. Department of Agriculture Certificate certifying that the fruit being exported is in compliance with all regulations.</p> <p>b. Certificates must accompany the shipment and be presented to the Carrier prior to loading.</p> <p>c. Shippers or their agents shall be responsible for any act or omission on their part which causes a fine or other penalty to be assessed against the Carrier.</p> <p>6. MOTOR VEHICLES</p> <p>Carrier shall not load to the vessel any motor vehicle without receipt of a valid Shipper's EEI and copy of vehicle title in good order. Motor Vehicles include automobiles, mini-vans, pick-up trucks, and all other wheeled vehicles.</p>		
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<p>RULE 2-190: EU ENTRY SUMMARY DECLARATION CHARGE (ENS)</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Except as otherwise provided in tariff rate items (TRIs) and herein, the following will apply on all shipments from US Ports and Points to or via Northern Europe (NEUROPE).</p> <p>EU Entry Summary Declaration Charge (ENS) USD 25 per Bill of Lading USD 40 per Amendment, see note 4.</p> <p>NOTES:</p> <ol style="list-style-type: none"> <li>1. The ENS is applicable to all shipments to or via any European Union (EU) Port, and also to FROB cargo (Foreign Cargo Remaining on Board), i.e. cargo which is discharged at a port outside Northern Europe after the vessel has called at a port in Northern Europe.</li> <li>2. Shipper's are responsible to provide complete and accurate ENS data elements as required by the European Union.</li> <li>3. ENS must be prepaid, unless otherwise prior consent is given by the carrier.</li> <li>4. In the event that Carrier is required to correct cargo declaration information previously submitted to EU Customs due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the EU Customs that must be corrected. The amendment fee shall be charged each time a submission is corrected.</li> <li>5. European Union (UN) Ports include all ports in the following countries: France, Germany, The Netherlands, Belgium, Luxembourg, Republic of Ireland, United Kingdom, Denmark, Finland, Sweden, Austria, Estonia, Latvia, Lithuania, Poland, Czech Republic, Hungary, Slovakia.</li> <li>6. In addition to above charges, any other cost/charges incurred from the ENS filing, including additional ENS filing fees as imposed by underlying ocean carriers, will be for the account of cargo.</li> </ol>		
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<p>RULE 2-200: JAPAN ADVANCE MANIFEST FILING RULES FEE (AFR)</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>The following fees are applicable for all cargo from USA to/via Japan:</p> <p>1. Japan Advance Manifest Filing Rules Fee (AFR): In the event Carrier submits advance cargo declaration data to the Japan Customs, an ADVANCE MANIFEST FILING RULES FEE (AFR FEE) shall be payable to Carrier for each bill of lading issued by Carrier. The amount of the fee shall be:</p> <p>AFR FEE USD 30 per bill of lading</p> <p>2. In the event Carrier is required to correct cargo declaration information previously submitted to the Japan Customs due to an error or submission on the part of Shipper or its agent, Shipper must pay Carrier an amendment fee for each submission to the Japan Customs that must be correct. The amount of the AMENDMENT FEE shall be charged each time a submission is corrected, and shall be:</p> <p>AFR AMENDMENT FEE USD 40 per bill of lading</p> <p>3. SUBMISSION OF CARGO DECLARATIONS DATA TO JAPAN CUSTOMS</p> <p>A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.</p> <p>Pursuant to the Japan Advance Filing Rules on Maritime Container Cargo Information, effective March 9, 2014, Carrier is required to submit to Japan Customs certain cargo declaration data for all cargo on board a vessel that will call at a port in Japan, not later than 24 hours before departure of the vessel from the port of loading. In order to enable Carrier to comply with this requirement, any person tendering cargo to Carrier that will be discharged in Japan must submit the following data regarding such cargo to Carrier in writing (including by electronic transmission) not later than 48 hours prior to loading.</p> <p>1. A precise description of the cargo and total gross weight of the cargo or, for a sealed container, the shipper's declared description and total gross weight of the cargo. Generic descriptions such as "FAK," "General</p>		
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<p><u>RULE 2-200: JAPAN ADVANCE MANIFEST FILING RULES FEE (AFR) (Continued)</u></p> <p>Cargo," "Chemicals," "Foodstuffs," and "Said to Contain" are NOT acceptable descriptions;</p> <p>2. The quantity of cargo, expressed in the lowest external packaging unit (e.g., a container containing 10 pallets with 200 packages shall be described as 200 packages);</p> <p>3. The six-digit Harmonized System Code under which the cargo is classified;</p> <p>4. Shipper's complete name, address, telephone number, and country code;</p> <p>5. Complete name, address, telephone number, and country code of the consignee;</p> <p>6. Complete name, address, telephone number, and country code of the notify party;</p> <p>7. Internationally recognized hazardous material/United Nations Dangerous Goods (UNDG) identifier code when such materials are being shipped;</p> <p>8. Seal numbers for all seals affixed to the container.</p> <p>B. FAILURE TO PROVIDE DATA; DENIAL OF PERMISSION TO LOAD CARGO.</p> <p>1. In the event Carrier fails to provide the required cargo declaration data to Japan Customs for all cargo to be loaded on its vessel within the time period required by the Japan Customs' rules it may be, among other things, assessed criminal and/or civil penalties (including monetary fines), denied permission to unload the cargo for which data was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received the data required by paragraph A of this rule by the deadline specified therein.</p> <p>2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision by the Shipper of data required by this rule and/or by the rules of Japan Customs, or which is not loaded pursuant to the instructions of Japan Customs</p>		
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<p><u>RULE 2-200: JAPAN ADVANCE MANIFEST FILING RULES FEE (AFR) (Continued)</u></p> <p>(regardless of whether or not the required data has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid, or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.</p> <p>C. INDEMNIFICATION OF CARRIER.</p> <p>If Carrier is assessed a civil penalty, or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, non-vessel operating common carriers, and their agent(s) that failed to provide the data required by this rule and/or by the rules of Japan Customs in a complete, accurate and timely manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by the Carrier as a result of the denial of permission to unload cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.</p>		
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<p><u>RULE 3: Rate Applicability Rule</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>The tariff rates, rules and charges applicable to a given shipment must be those published and in effect when the cargo is received by the ocean carrier or its agent (including originating carriers in the case of rates for through transportation). A shipment shall not be considered as "received" until the full bill of lading quantity has been received.</p>		
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<p>RULE 4: Heavy Lift</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 5: Extra Length</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 6: Minimum Bill of Lading Charges</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>The minimum charge per Bill of Lading, unless otherwise provided, shall be the charge for one ton of the commodity being shipped, exclusive of all surcharges.</p>		
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<p><u>RULE 7: Payment of Freight Charges</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>A. CURRENCY</p> <p>Rates and charges are quoted in U.S. Currency and have been determined with due consideration to the relationship of U.S. currency to other currencies involved. In the event of any material change in this relationship, carrier reserves the right, upon publications in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, to adjust the rates and charges as required.</p> <p>B. PAYMENT IN U.S. DOLLARS</p> <p>Except as otherwise provided, freight and charges shall be prepaid in the United States in United States dollars.</p> <p>C. METHODS OF PAYMENT</p> <p>Payment for freight or charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft acceptable by carrier's bank for immediate credit without charges.</p> <p>D. PREPAID FREIGHT</p> <ol style="list-style-type: none"> <li>1. When freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Ocean Bill of Lading by the carrier to the shipper or his duly authorized licensed Freight Forwarder or Agent acting in his behalf.</li> <li>2. When freight and charges are billed prepaid they shall be paid in U.S. dollars.</li> </ol> <p>E. FREIGHT COLLECT</p> <p>All freight and charges which are billed on a freight collect basis must be paid in full in U.S. Dollars, or in a currency acceptable to the carrier provided such currency shall be unblocked, freely convertible and freely remittable free of tax into U.S. Dollars, for the complete originally issued Bill of Lading quantity</p>		
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<p><u>RULE 7: Payment of Freight Charges (Continued)</u></p> <p>prior to release of cargo or any portion thereof.</p> <p>F. CURRENCY CONVERTABILITY:</p> <p>1. Conversion Provisions:</p> <p>In addition to the United States Dollars, freight monies and charges may be billed and paid in foreign currencies, provided they are freely convertible and remittable and free of tax.</p>		
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<p><u>RULE 8: Bill(s) of Lading</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Carrier's bill of lading includes the following clauses on its front side:</p> <p>In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the shipper, consignee and owner of the goods and the holder of this bill of lading, agree to be bound by all the stipulations, exceptions and conditions stated herein whether written, printed, stamped or incorporated on the front or reverse side hereof, as fully as if they were all signed by such shipper, consignee, owner or holder.</p> <p>In witness whereof three (3) bills of lading, all of the tenor and date have been signed, one of which being accomplished, the others to stand void.</p> <p>For terms and conditions of Carrier's bill of lading, as printed on its reverse side, please see Rule 8-010 (B/L Terms 1-15) and Rule 8-020 (B/L Terms 16-34).</p>		
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<p>RULE 8-010: BILLS OF LADING: TERMS 1-15</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>1. (Definitions) When used in this Bill of Lading (A) "Ocean Carrier" means the company stated on the front of the bill of lading, which performs the sea carriage of Goods, and the vessel, her owner, and demise charterer, whether any of the preceding parties is acting as carrier or bailee. (B) "Inland Carrier" means carriers (other than the Ocean Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailee. (C) "Combined Transport" means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Ocean Carrier plus one or more Inland Carriers. (D) "Port to Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport. (E) "Merchant" includes the shipper, consignor, consignee, owner, and receiver of the Goods and the holder of this Bill of Lading. (F) "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well. (G) "Vessel" includes the vessel named on the face of this Bill of Lading and any ship, craft, lighter, barge or other means of transport that is substituted in whole or in part for that vessel. (H) "Container" includes any containers (including an open top container) flat rack, platform, trailer, transportable tank, pallet or any other device used for transportation of goods. (I) "Laden on Board" or similar words endorsed on this Bill of Lading means that the Goods have been loaded on board the Vessel or are in the custody of the Ocean Carrier, and in the event of Combined Transport if the originating carrier is an Inland Carrier. "On Board" means that the Goods have been loaded on board rail cars or other means of Inland carriage or are in the custody of a participating railroad or other Inland Carrier. (J) "Subcontractor" includes stevedores, longshoremen, lighterers, terminal operators, warehousemen, truckers, agents, servants, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of the Goods. (K) "United States" or "U.S." means the United States of America.</p> <p>2. (Clause Paramount) (A) Insofar as this Bill of Lading covers carriage of Goods by water, this Bill of Lading</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-15 (Continued)</u></p> <p>shall have effect subject to the provisions of the "Hague Rules", namely the International Conventions for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, as amended (including, where enacted, the Protocol dated at Brussels, February 23, 1968, known as the Visby Rules), as enacted in the country of shipment. When no such enactment is in force in the country of shipment or is otherwise compulsorily applicable, the Hague Rules as enacted in the country of destination shall apply. When no such enactment is in force in the country of shipment or in the country of destination, or is otherwise compulsorily applicable, the terms of the Hague Rules as enacted by the Convention shall apply. (B) If this Bill of Lading covers Goods moving to or from ports of the United States in foreign trade, then carriage of such goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, 46 U.S.C. P1300 1315 as amended (hereinafter "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in this Bill of Lading) govern throughout the time when the Goods are in the custody of the Ocean Carrier and any other water carrier and as otherwise provided in this Bill of Lading.</p> <p>3. (Law and Jurisdiction) Whenever the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America applies, this contract is to be governed by United States Law. In all other cases actions against the Carrier may only be instituted in the country where the Carrier has its principal place of business and shall be decided according to the law of such country.</p> <p>4. (Limitation of Liability Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Ocean Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable laws, statutes, or regulations of any country.</p> <p>5. (Sub Contracting: Exemptions and Immunities of Subcontractors) (A) The Ocean Carrier shall be entitled to subcontract on any terms the whole or part of the handling, storage, or carrier of the Goods and any and all duties whatsoever undertaken by the Ocean Carrier in relation to the Goods. (B) Merchant warrants that no claim shall be made against any Subcontractor (as defined in Article 1</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-15 (Continued)</u></p> <p>(J), or Subcontractor, of Ocean Carrier, except Inland Carriers where otherwise appropriate, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and, if any such claims should nevertheless be made, to indemnify the Ocean Carrier against all consequences of such claims. (C) Without prejudice to the foregoing, it is expressly agreed that every such Subcontractor (and Subcontractor's Subcontractor) shall have the benefit of all provisions in this Bill of Lading for the benefit of the Ocean Carrier as if such provisions were expressly for the Subcontractor's benefit. In entering into this contract the Ocean Carrier, to the extent of those provisions, does so not only on its own behalf of such Subcontractors.</p> <p>6. (Route to Transport) (A) The Goods may, at the Ocean Carriers absolute discretion, be carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land, water, or air and by any route whatsoever, whether or not such route is the direct, advertised, or customary route. (B) The Vessel shall have liberty to call and/or stay at any port or place in or out of the direct, advertised, or customary route, once or more often and in any order, and/or to omit calling at any port or place whether scheduled or not. (C) The Vessel shall have liberty , either with or without the Goods on board and either before or after proceeding toward the port of discharge to adjust to compasses and other navigational instruments, make trial trips or tests, dry dock, go to repair yards, shift berths, take on fuel or stores, embark or disembark any person, carry contraband, explosives, munitions, war like stores and hazardous cargo, sail with or without pilots, tow or be towed, and save or attempt to save life or property. (D) If the Goods in whole or in part are for any reason not carried on the Vessel named in this Bill of Lading, or if loading the Goods is delayed or is likely to detain the Vessel, the Vessel may proceed without carrying or loading the Goods in whole or in part, and notice to merchant of such sailing is hereby waived. Ocean Carrier may forward the Goods under the terms of this Bill of Lading on the next available ship or at Ocean Carrier's option by any other means of transportation, whether by land, water or air. (E) At Ocean Carrier's option and without notice to Merchant, another ship or ships may be substituted for the Vessel named in this Bill</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-15 (Continued)</u></p> <p>of Lading, whether or not the substitute ship is owned or operated by Ocean Carrier or arrives or departs, or is scheduled to arrive or depart, before or after the Vessel named by this Bill of Lading. (F) Any action taken by the Ocean Carrier under this Article 6 shall be deemed to be included within the contractual carriage and such action, or delay resulting therefrom, shall not be considered a deviation. Should the Ocean Carrier be held liable in respect of such action, the Ocean Carrier shall be entitled to the full benefit of all privileges, rights, and immunities contained in this Bill of Lading.</p> <p>7. (Responsibility) (A) Insofar as this Bill of Lading is used for Port to Port Transportation of the Goods, the Ocean Carrier shall not be responsible for loss of or damage to the Goods caused before loading or after discharge "Loading" shall be deemed to commence with the hooking on the vessel's tackle, or if not using the vessel's tackle, with the receipt of the Goods on deck or in the hold of (if the Goods are in bulk liquid) in the vessel's permanent pipe connections. "Discharge" shall be deemed to be completed when the Goods have been unhooked from the vessel's tackle or removed from the vessel's deck or passed beyond the vessel's permanent pipe connections. (B) Insofar as this Bill of Lading is used for combined transport of the Goods, the responsibility of the Ocean Carrier and each Inland Carrier with respect to the Goods shall be limited to the period when the carrier has custody of the Goods, and no carrier, either Ocean or Inland, shall be responsible for any loss or damage caused while the Goods are not in its custody. Any claim for loss of or damage to the Goods, including loss or damages resulting from delay, should be made against the carrier having custody of the Goods when the loss or damage or delay was caused. (C) If it is established by the Merchant that the Ocean Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility, subject to the provisions of this Bill of Lading, shall be to the extent following but not further: (1) With respect to loss or damage caused during the period from the time when the Goods arrived at the sea terminal at the port of loading to the time when they left the sea terminal at the port of discharge, or caused during any previous or subsequent period of carriage by sea or waterways, to the extent prescribed by the applicable Hague Rules as provided in Article 2. (2) Save as indicated b (1) above, with respect</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-15 (Continued)</u></p> <p>to loss or damage caused during the handling, storage of the Goods by Ocean Carrier's Subcontractor, to the extent to which such Subcontractor would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of such handling, storage or carriage, provided, however, that if the Ocean Carrier is not authorized under any applicable laws, rules or regulations to undertake such handling, storage, or carriage under its own responsibility, the Ocean Carrier shall only be liable for procuring such handling, storage or carriage. If such handling, storage or carriage occurred in or between points in Europe, or where otherwise applicable, such responsibility shall be governed (a) if by road by the Convention on the Contract for the International Carriage of Goods by Road, dated 19 May, 1956 (CMR); (b) if by rail, by the International Convention Concerning the Carriage of Goods by Rail, dated 25 February, 1961 (CIM); (c) if by air, by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed Warsaw 12 October, 1929, as amended by the Hague Protocol dated 28 September, 1955 (Warsaw Convention); (d) If it is established by the Merchant that an Inland Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility shall be to the extent, but not further, than the Inland Carrier would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of handling, storage or carriage of the Goods, as applicable. (e) Notwithstanding foregoing Article 7 (A) or 7 (B), the Ocean Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use, and the Ocean Carrier shall not be responsible for any direct or indirect loss or damage that is caused through delay. (f) If this Bill of Lading is used for Port to Port Transportation, the column indicating final destination on the face of this Bill of Lading is solely for the purpose of the Merchant's reference, and the Ocean Carrier's responsibility for the Goods shall in all cases cease at the time of discharge of the Goods at the port of discharge.</p> <p>8. (Liberties) (A) In any situation whatsoever whether or not existing or anticipated before commencement of or during the transport, which in the judgement of the Ocean Carrier (including for the purpose of this Article the</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-15 (Continued)</u></p> <p>Master and any person charged with the transport or safekeeping of the Goods) has given or is likely to give rise to danger, injury, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Ocean Carrier, a vehicle, any person, the Goods or any property, or has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Ocean Carrier or the Merchant to commence or continue the transport or to discharge the Goods at the port of discharge or to deliver the Goods at the place of delivery by the route and in the manner originally intended by the Ocean Carrier, the Ocean Carrier (1) at any time shall be entitled to unpack the container(s) or otherwise dispose of the Goods in such way as the Ocean Carrier may deem advisable at the risk and expense of the Merchant and/or (2) before the Goods are loaded on the Vessel, a vehicle, or other means of transport at the place of receipt or port of loading, shall be entitled to cancel the contract of carriage without compensation and to require the Merchant to take delivery of the Goods and, upon his failure to do so, to warehouse or place them at any place selected by the Ocean Carrier at the risk and expense of the Merchant and/or (3) if the Goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the Ocean Carrier at the risk and expense of the Merchant, and/or (4) if the Goods are loaded on the Vessel, a vehicle, or other means of transport whether or not approaching, entering, or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part of them at any port or place selected by the Ocean Carrier or to carry them back to the port of loading or place of receipt and there discharge them . Any actions under (3) or (4) above shall constitute complete and final delivery and full performance of this contract, and the Ocean Carrier thereafter shall be free from any responsibility for carriage of the Goods.</p> <p>(B) If, after storage, discharge, or any actions according to subpart (A) above the Ocean Carrier makes arrangements to store and/or forward the Goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of such agency. The Merchant shall reimburse the Ocean Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-15 (Continued)</u></p> <p>according to subpart (A), including delay or expense to the Vessel, and the Ocean Carrier shall have a lien upon the Goods to that extent.</p> <p>(C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Ocean Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage</p> <p>(D) The Ocean Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.</p> <p>9. (Description and Particulars of Goods) Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nature, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant warrants to the Ocean Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify the Ocean Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular.</p> <p>Merchant acknowledges that it is required to provide</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-15 (Continued)</u></p> <p>verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as Carrier's own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.</p> <p>10. (Use of Container) When the Goods are not already packed into a container at the time of receipt by the Ocean Carrier, the Ocean Carrier shall be at liberty to pack and carry the Goods in any type of container.</p> <p>11. (Ocean Carrier's Container) (A) The Merchant assumes full responsibility for and shall indemnify the Ocean Carrier against any loss of or damage to the Ocean Carrier's containers and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant (B) The Ocean Carrier shall in no event be liable for, and the Merchant shall indemnify and hold the Ocean Carrier harmless from, any death of or injuries to persons, or loss of or damage to property, caused by the Ocean Carrier's container or its contents while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant.</p> <p>12. (Container Packed by Merchant) If the cargo received by the Ocean or Inland Carrier is in a container packed by or on behalf of the Merchant. (A) this Bill of Lading is prima facie evidence of the receipt only of the number on the face of this Bill of Lading. The condition and particulars of the contents are unknown to the Ocean and Inland Carriers, and the Ocean Carrier accepts no responsibility for the accuracy of the description of condition or particulars. (B) The Merchant warrants (1) that the stowage of the contents of the containers and the closing and sealing of the containers are safe and proper, and (2) that the containers and their contents are suitable for handling and carriage in accordance with the terms of this Bill of Lading, including Article 15. In the event of</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-15 (Continued)</u></p> <p>the Merchant's breach of any of these warranties, the Merchant and not the Ocean Carrier shall be responsible for, and the Merchant shall indemnify and hold Ocean Carrier harmless from, any resulting loss or damage to persons or property (including the Goods) (C) The Merchant shall inspect the container when it is furnished by or on behalf of the Ocean Carrier, and the container shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted for in this Bill of Lading, unless the Merchant gives notice to the contrary, in writing, to the Ocean Carrier before the transport. (D) If the container is delivered after transport by the Ocean or Inland Carrier with seals intact, such delivery shall be deemed to be full and complete performance of the Ocean Carrier's obligation under this Bill of Lading, and the Ocean Carrier shall not be liable for any loss of or damage to the contents of the container. (E) The Ocean and Inland Carrier shall have the right to open the container and to inspect its contents without notice to the Merchant, at such time and place as the Ocean or Inland Carrier may deem necessary, and all expenses incurred therefrom shall be borne by the Merchant. (F) If any seal of the container is broken by customs or other authorities for inspection of its contents, the Ocean Carrier shall not be liable for any resulting loss, damage or expenses.</p> <p>13. (Special Carriage or Container) (A) The Ocean Carrier does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated, or any other special hold or container, nor to carry any special container packed by or on behalf of the Merchant, but the Ocean Carrier will treat such Goods or container only as ordinary goods or dry container, respectively, unless: (1) special arrangements for the carriage of such Goods or container have been agreed to in writing between the Ocean Carrier and the Merchant; (2) such special arrangements are noted on the face of this Bill of Lading; and (3) special freights as required has been paid. The Ocean Carrier shall not be responsible for the function of a special container supplied by or on behalf of the Merchant. (B) The Ocean Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration or heating machinery, insulation, ship's plant, or other such apparatus of the Vessel or container, provided that the</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-15 (Continued)</u></p> <p>Ocean Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state. (c) If the Goods have been packed into a refrigerated container by the Ocean or Inland Carrier, and the particular temperature range requested by the Merchants is inserted in this Bill of Lading, the Ocean Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the container. (D) If the cargo received by the Ocean or Inland Carrier is in a refrigerated container packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Ocean Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and Ocean Carrier does not guarantee the maintenance of the intended temperature inside the container.</p> <p>14. (Dangerous Goods, Contraband) (A) The Ocean Carrier undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Ocean Carrier's approval of a written application by the Merchant prior to the carriage of such Goods. Such application must accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the method of rendering them innocuous, together with the full names and addresses of the shipper and the consignee. (B) The Merchant shall undertake that the nature and danger of such Goods is distinctly and permanently marked on the outside of the package or container containing the Goods. (C) Merchant shall submit all documents or certificates required in connection with such Goods by any applicable statute or regulation or by the Ocean Carrier (D) Whenever the Goods are discovered to have been received by the Ocean or Inland Carrier without complying with subparts (A), (B) or (C) above, or the Goods are found to be contraband or prohibited by any law or regulation of any place during the transport, the Ocean Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Ocean Carrier's discretion without compensation, and the Merchant shall be liable for and indemnify the Ocean Carrier against any loss, damage or liability, including loss of freight, and any other</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-15 (Continued)</u></p> <p>expenses directly or indirectly arising out of custody or carriage of such Goods. (E) The Ocean Carrier may exercise the right conferred upon it under the preceding subpart whenever it is apprehended that Goods received in compliance with subparts (A), (B) and (C) above have become dangerous, even if not dangerous when received by the Ocean or Inland Carrier. (F) The Ocean Carrier has the right to inspect the contents of any package or container at any time and place without the prior notice to Merchant and at the risk and expense of the Merchant.</p> <p>15. (Stowage Under and on Deck) (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Ocean Carrier shall not be required to specially note mark, or stamp any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in poop, forecabin, deck house, shelter deck, passenger space, or any other covered in space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumber, earth moving equipment and all other Goods customarily or reasonably carried on deck may, at Ocean Carrier's option, be carried on deck without further notice to Merchant and without liability to the Ocean Carrier for the risks inherent in or incident to such carriage. Such on deck carriage shall not be considered a deviation. (D) In respect of Goods not in containers and carried on deck, and stated on this Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or carriage of such Goods shall be borne by the Merchant and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable, version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof) and the terms of this Bill of Lading.</p>		
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<p>RULE 8-020: BILLS OF LADING: TERMS 16-34</p> <p>Effective: 09Mar2018 Thru: Expires: Publish 09Mar2018 Amend: I</p> <p>16. (Live Animals and Plants) With respect to the custody and carriage of live animals and plants, all risks of loss or damage by perils inherent in or incident to such carriage shall be borne by the Merchant, and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301(c) thereof) and the terms of this Bill of Lading.</p> <p>17. (Valuable Goods) The Ocean Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Ocean or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.</p> <p>18. (Heavy Lift) (A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the Merchant in writing before receipt by the Ocean or Inland Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) If the Merchant fails in his obligations under the preceding subpart (1) the Ocean Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) the Merchant shall be liable for resulting loss of or damage to any person or property, and (3) Merchant shall indemnify the Ocean Carrier against any resulting loss, damage, or liability suffered by the Ocean Carrier.</p> <p>19. (Delivery by Marks) (A) The Ocean Carrier shall not be liable for failure or delaying delivery in accordance with marks, unless such marks have been clearly and durably stamped or marked upon the Goods, package, or container by the Merchant before they are received by the Ocean or Inland Carrier, in letters and numbers not less than two inches high, together with the names of the port of discharge and place of delivery. (B) In no circumstances shall the Ocean Carrier be responsible for delivery in</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 16-34 (Continued)</u></p> <p>accordance with other than leading marks. (C) The Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery. The Merchant shall indemnify the Ocean Carrier against all loss, damage or expenses resulting from inaccuracy or incompleteness of the marks. (D) Goods that cannot be identified as to marks or numbers, cargo sweeping liquid residue and any unclaimed goods not otherwise accounted for may be allocated for the purpose for completing delivery to the various Merchants of Goods of like character in proportion to any apparent shortage, loss of weight or damage.</p> <p>20. (Delivery) (A) The Ocean Carrier shall have the right to deliver the Goods at any time at the Vessels side, customhouse, warehouse, wharf, or any other place designated by the Ocean Carrier, within the geographic limits of the port of discharge or place of delivery shown of the face of this Bill of Lading (B) The Ocean Carrier's responsibility shall cease when the Goods have been delivered to the Merchant, Inland Carrier, connecting carrier or any other person entitled to receive the Goods on Merchant's behalf at the place designated by the Ocean Carrier. Delivery of the Goods to the custody of customs or any other public authority shall constitute final discharge of the Ocean Carrier's responsibility. (C) In case the cargo received by the Ocean Carrier is containers packed by or on behalf of the Merchant (1) The Ocean Carrier shall only be responsible for delivery of the total number of containers received (2) The Ocean Carrier shall not be required to unpack the containers and deliver their contents in accordance with brands, marks, numbers sizes, to types of items or pieces (3) At the Ocean Carriers discretion and upon the Merchant's request in writing to the Ocean Carrier at least 3 days prior to the scheduled date of arrival the of Vessel at the port of discharge containers may be unpacked and their contents delivered by the Ocean Carrier in accordance with the written request. In such a case if the seal of the containers is intact at the time of unpacking all the Ocean Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, the Ocean Carrier shall not be responsible for any loss or damage resulting from such delivery and the Merchants shall be liable for an appropriate adjustment of</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 16-34 (Continued)</u></p> <p>the freight and any additional charges incurred (D) If the Goods have been packed into a container by the Ocean Carrier shall unpack the container and deliver its contents and the Ocean Carrier shall not be required to deliver the Goods in the container. At the Ocean Carrier's discretion, and subject to prior arrangement between the Merchant and the Ocean Carrier the Goods may be delivered to Merchant in the container, in which case if the container is delivered with seals intact all the Ocean Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, and the Ocean Carrier shall not be responsible for any loss or damage to the contents of the container. (E) Optional delivery shall be granted only when arranged prior to the time of receipt of the Goods by Ocean Carrier and if expressly stated on the face of this Bill of Lading. The Merchant desiring to avail himself of the option so expressed must give notice in writing to the Ocean Carrier at the first port of call named in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional ports at Ocean Carrier's option, and the Ocean Carrier's responsibility shall then cease. (F) Ocean Carrier is not responsible to give notification, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or disposition of Goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of this Bill of Lading, concerning notification or a notify party.</p> <p>21. (Transshipment and Forwarding) (A) Whether arranged beforehand or not, the Ocean Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other Vessel, craft barge, or other means of transport by water, land or air, whether or not owned or operated by the Ocean Carrier. (B) The Ocean Carrier may under any circumstances whatsoever discharge the Goods or any part of them at any port or place for transshipment and store them afloat or ashore and then forward them by any means of transport. (C) If the Goods cannot be found at the port of discharge or place of delivery, or if they be miscarried, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Ocean Carrier's expense, but the Ocean Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding. (D) In case of Port to Port Transportation, transshipment of cargo, or receipt of cargo</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 16-34 (Continued)</u></p> <p>from ports or inland points not including within the ship's itinerary or the Ocean Carrier's service, is to be at the sole risk and expense of the Merchant, and neither the Ocean Carrier nor its Vessel shall be deemed to be the agent or principal of a prior or subsequent carrier notwithstanding the issuance by the Ocean Carrier of a bill of lading, receipt, or other shipping document at a time or place prior to that at which the Goods are received by the Ocean Carrier</p> <p>22. (Fire) The Ocean Carrier shall not be responsible for any loss of or damage to the Goods arising from fire occurring at any time, even though before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of the Ocean Carrier.</p> <p>23. (Lien) Carrier shall have a lien on any and all property (and documents relating thereto) of Merchant in its actual or constructive possession, custody or control or en route, for all claims for charges, expenses or advances incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, or both, which lien shall survive delivery, and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier may sell at public auction or private sale, upon 10 days written notice, registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.</p> <p>24. (Freight and Charges) (A) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Ocean Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Ocean or Inland Carrier, but the Ocean Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of the Merchant open the container or package and examine contents, weight, measure, and value of the Goods. In case of incorrect declaration of the contents, weight, measure and or value of the Goods, the Merchant shall be liable for and bound to pay to the Ocean Carrier: (1) the</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 16-34 (Continued)</u></p> <p>balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight. (B) Full freight to the port of discharge or place of delivery shall be considered as completely earned on receipt of the Goods by the Ocean Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. The Ocean Carrier shall be entitled to all freight and other charges due hereunder, whether actually paid or not and to receive and retain such freight and charges under any circumstances, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up, frustrated, or abandoned at any stage of the entire transit. Full freight shall be paid on damaged or unsound Goods. (C) The Payment of freight and/or charges shall be made in full and in cash without any offset, counter claim, or deduction. Where freight is payable at the port of discharge or place of delivery, such freight and all other charges shall be paid in the currency named in this Bill of Lading, or, at Ocean Carrier's option, in other currency subject to the regulators of the freight conference concerned, if any, or custom at the place of payment. (D) Goods once received by the Ocean Carrier cannot be taken away or disposed of by the Merchant except upon the Ocean Carrier's consent and after payment of full freight and compensation for any loss sustained by the Ocean Carrier through such taking away or disposal. (E) If the Goods are not available when the Vessel is ready to load: (1) The Ocean Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further notice. (2) Unless the unavailability arises in the course of combined transport and is caused by the failure of an Inland Carrier to perform its obligations under this Bill of Lading, dead freight shall be paid by the Merchant. (F) The Merchant shall be liable for and shall indemnify the Ocean Carrier against: (1) all dues, duties, taxes, consular fees, and other charges levied on the Goods, and (2) all fines, damages and losses sustained by the Ocean Carrier in connection with Goods, howsoever caused, including the Merchant's failure to comply with laws and regulations of any public authority in connection with the Goods, or failure to procure consular, Board of Health, or other certificates to accompany the Goods. The Merchant shall be liable for return freight and changes on</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 16-34 (Continued)</u></p> <p>any Goods refused exportation or importation by any public authority. (G) If the Ocean Carrier is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or caring for, the Ocean Carrier at its discretion may, by itself or through Subcontractors, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant. (H) The shipper, consignor, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Ocean Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under this Bill of Lading</p> <p>25. (Notice of Claim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Ocean Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage is not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading. (B) The Ocean Carrier shall be discharged from all liability in respect of the Goods, including without limitation nondelivery, misdelivery, delay, loss, or damage, unless suit has been brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served and jurisdiction obtained over the Ocean Carrier within such time.</p> <p>26. (Limitation of Liability) (A) Subject to subpart (B) below for the purpose of determining the extent of the Ocean Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchant's net invoice cost, plus freight and insurance premium, if paid. The Ocean Carrier shall not be liable for any loss of profit or any consequential loss. (B) Insofar as the loss of or damage to or in connection with the Goods was caused during the part of the custody or carriage to which the applicable version of the Hague Rules applies: (1) The Ocean Carrier shall not be liable for loss or damage in an amount exceeding the minimum allowable per package or unit in the applicable version of the Hague Rules, which when U.S. COGSA is applicable is an amount not</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 16-34 (Continued)</u></p> <p>exceeding U.S. \$500 per package or customary freight unit, unless the value (and nature) of Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Ocean Carrier and inserted on the face of this Bill of Lading and extra freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Ocean Carrier's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value has been willfully misstated or is markedly higher than the actual value, the Ocean Carrier shall not be liable to pay any compensation. (2) Where the cargo has been packed into a container or unitized into a similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such containers or similar articles of transport shown on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article.</p> <p>27. (General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any port or place as the Ocean Carrier's option and according to the York Antwerp Rules, 1974 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency selected by the Ocean Carrier. The general average statement shall be prepared by the adjusters appointed by the Ocean Carrier. Average agreement or bond and such cash deposit as the Ocean Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Ocean Carrier may require shall be furnished by the Merchant to the Ocean Carrier before delivery of the Goods.</p> <p>(B) In the 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 the Ocean Carrier isn't responsible by statue, contract, or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Ocean Carrier in general average to the payment of any sacrifices, loss, or expenses of a general average nature that may be made or incurred, and shall pay</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 16-34 (Continued)</u></p> <p>salvage and special charges incurred in respect of the Goods. If a salvage ship is owned or operated by the Ocean Carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship belonged to strangers.</p> <p>28. (Both to Blame Collision) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Ocean Carrier against all loss or liability which might be incurred directly or indirectly to the other or non carrying ship or her owners insofar as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non carrying ship or her owners to the Merchant and set off, recouped, or recovered by the other or non carrying ship or her owners as part of their claim against the carrying Vessel or its owner. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or objects are at fault in respect of a collision contact stranding or other accident.</p> <p>29. (Carriage of Metal Products, Lumber, Cotton) (A) The term "apparent good order and condition" when used in this Bill of Lading does not mean: (1) with reference to iron, steel, or metal products, that the Goods when received were free from visible rust or moisture. (2) with reference to lumber, timber, plywood, or other wood products, that the Goods when received were free from visible stains, discoloration, moisture, shakes, holes, chaffed, breakage or splitting. If the Merchant so requests a substitute bill of lading will be issued setting forth any notations as to the foregoing that may appear on the mate's or tally clerk's receipts or similar document. (B) Description of the condition of cotton cargo does not relate to the sufficiency or not or condition of the covering nor to any damage, resulting therefrom. Ocean Carrier shall not be responsible for any such damage.</p> <p>30. (Grain) Discharge of grain received by the Ocean Carrier in bulk may be in port, on barges, and or lighters, or elsewhere, using or not using elevators, and such discharge shall constitute a sufficient delivery by the</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 16-34 (Continued)</u></p> <p>Carrier. Thereafter said grain shall be at the risk and expense of the Merchant.</p> <p>31. (Intermodal Transportation) (A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and an Inland Carrier custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, tariffs and bill of lading are available from the Ocean or Inland Carrier upon request. (B) Claims by the Merchant against an Inland Carrier for loss or damage shall be given and suit commenced as provided in the Inland Carrier's applicable bill of lading</p> <p>32. (Ocean Carrier's Tariff) This Bill of Lading is subject to the Ocean Carrier's application tariff. Copies of the applicable tariff are obtainable from the Ocean Carrier upon request.</p> <p>33. (Severability of Terms) The terms of this Bill of Lading are severable and if any part or term is declared invalid or unenforceable, the validity or enforceability, of any other part or term shall not be affected.</p> <p>34. (Himalaya Clause) All exceptions, exemptions, defenses, immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading or by applicable tariff or by statute or for the benefit of the Carrier shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and crew of the Vessel and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators and agents) and the employees of each them.</p>		
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<p>RULE 9: Freight Forwarder Compensation</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Carrier shall pay compensation as specified below on the applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, but excluding all other charges, except as provided below, subject to the following conditions and exceptions.</p> <p>A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.</p> <p>B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services:</p> <ol style="list-style-type: none"> <li>1) The coordination of the movement of the cargo to shipside</li> <li>2) The preparation and processing of the ocean Bill of Lading</li> <li>3) The preparation and processing of dock receipts or delivery orders</li> <li>4) The preparation and processing of consular documents or export declarations</li> <li>5) The payment of the ocean freight charges on the cargo</li> </ol> <p>C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.</p> <p>D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.</p> <p>E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.</p> <p>F. No compensation shall be paid to anyone at port or ports of destination.</p> <p>G. Freight Forwarders who are also Licensed Custom House</p>		
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<p><u>RULE 9: Freight Forwarder Compensation (Continued)</u></p> <p>Brokers shall be paid compensation as specified below  based on the aggregate of all rates and charges  applicable under this tariff, subject to the above  conditions and exceptions.</p> <p>H. Freight Forwarder Compensation: as specified in  the individual tariff rate items (TRIs).</p>		
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<p><u>RULE 10: Surcharges and Arbitraries</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not applicable.</p>		
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<p><u>RULE 11: Minimum Quantity Rates</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>When two or more freight rates are named for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the TLI specifying a required minimum quantity either weight or measurement per container or in containers and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower TLI if, the weight or measurement declared for rating purposes is increased to the minimum level.</p>		
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<p><u>RULE 12: Ad Valorem Rates</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>A. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.</p> <p>B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.</p> <p>C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate.</p>		
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<p>RULE 13: Transshipment</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 14: Co-Loading in Foreign Commerce</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>A. DEFINITION: For the purpose of this Rule "Co-Loading means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCC's for tendering to the ocean carrier under the name of one or more of the NVOCCs.</p> <p>B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCC's.</p> <p>C. When shipper's cargo is tendered for co-loading to other NVOCCs the tendering NVOCC shall be liable to the shipper to the full extent provided in its Bill of Lading (See Rule No. 8) and such Bill of Lading liability shall not be altered by co-loading.</p> <p>D. Shippers are responsible for payment of rates and charges only to the extent that such rates and charges are provided in this tariff.</p> <p>E. The carrier shall notify shippers that their cargo has been co-loaded by annotating each applicable Bill of Lading with the following statement:</p> <p>"Cargo covered by this Bill of Lading has been co-loaded with cargo of (Name(s) of other NVOCC's)."</p> <p>F. Carrier-to-Carrier Co-loading - Carrier engages in co-loading under agreement(s) with one or more other NVOCC's.</p> <p>G. Shipper-to-Carrier Co-loading - When carrier engages in co-loading on a shipper-to-carrier basis, carrier is responsible for the payment of all charges assessed by the NVOCC to which cargo was tendered. Shipper is responsible for freight and charges only to the extent that such are set forth in this tariff.</p>		
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<p>RULE 15: Open Rates in Foreign Commerce</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 16: Hazardous Cargo</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, rate; except where a specific commodity rate is provided for in this tariff.</p> <p>B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.</p> <p>C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, WIV, OAE, England as listed below:</p> <p>Class 1 - Explosives</p> <p>2 - Gasses; Compressed, liquified or dissolved under pressure</p> <p>3 - Inflammable Liquids</p> <p>4 - Inflammable Solids</p> <p>5 - Oxidizing Substances and organic peroxide</p> <p>6 - Poison and infectious substance</p> <p>7 - Radioactive substance</p> <p>8 - Corrosives</p> <p>9 - Miscellaneous dangerous substance</p> <p>10 - Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)</p> <p>11 - Agent Thomas A. Phemister's Bureau of Explosives Tariff No. BOE-600, ICC No. B.O.E. - 600, FMC F No. 2B</p>		
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<p><u>RULE 17: Green Salted Hides in Foreign Commerce</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 18: Returned Cargo in Foreign Commerce</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 19: Shippers Requests in Foreign Commerce</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Shipper request or complaints (including request for  adjustment in rates, tariff interpretation), must be made  in writing and addressed to the carrier as shown on the  Title Page or Tariff Record.</p>		
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<p><u>RULE 20: Overcharge Claims</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>A. Bill of Lading Commodity Description</p> <p>Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the rate to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.</p> <p>B. Overcharges</p> <p>For purpose of uniformity in handling claims for excess measurements, refunds will only be made as follows:</p> <ol style="list-style-type: none"> <li>1. Where an error has been made by the dock in calculation of measurements.</li> <li>2. Against re-measurement at port of loading prior to vessel's departure.</li> <li>3. Against re-measurement by vessel's agent at destination.</li> <li>4. By joint re-measurement of vessel's agent and consignee.</li> <li>5. By re-measurement of a marine surveyor when requested by vessel's agent.</li> <li>6. Re-measurement fees and cable expenses in all cases to be paid by party at fault.</li> </ol> <p>In cases of claims by shipper of overcharge in weight certified invoice or weigher's certificate to be considered evidence of proper weight.</p> <p>Written claims for adjustment will be acknowledged by the carrier within twenty days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984.</p> <p>Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal</p>		
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<p><u>RULE 20: Overcharge Claims (Continued)</u></p> <p>Maritime Commission, Washington, D.C, 20573, within  three years of the date of cause of action occurs.</p>		
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<p><u>RULE 21: Use of Carrier Equipment</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs) the VOCC, either directly or via the carrier, provisions as published by the VOCC in its FMC tariff, including detention charges, will be for the account of the cargo.</p>		
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<p><u>RULE 22: Automobile Rates in Domestic Offshore Commerce</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 23: Carrier Terminal Rules and Charges</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Carrier does not operate terminals at origin or destination. Except as otherwise provided in tariff rate items, all shipments will be subject to the origin and destination terminal charges assessed by the underlying ocean carrier, including demurrage charges, whose vessel will be clearly identified on bills of lading.</p>		
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<p><u>RULE 24: NVOCCs in Foreign Commerce: Bonds and Agents</u></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: IC</p> <p>A. Bonding of NVOCC</p> <ol style="list-style-type: none"> <li>Carrier has furnished the Federal Maritime Commission a bond in the amount required by CFR 515 to ensure the financial responsibility of Carrier for the payment of any judgement for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.</li> <li>Bond No.: 10068549</li> <li>Issued By: HUDSON INSURANCE COMPANY 1035 GREENWOOD BLVD., SUITE 265 LAKE MARY, FL 32746</li> </ol> <p>B. Agent for Service</p> <ol style="list-style-type: none"> <li>Carrier's legal agent for the service of judicial and administrative process, including subpoenas is:  Not applicable - Carrier domiciled in the U.S.</li> <li>In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.</li> <li>Service of administrative process, other than subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.</li> </ol>		
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<p>RULE 25: Certification of Shipper Status in Foreign Commerce</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.</p> <p>A copy of the tariff rule published by the NVOCC and in effect under 46 CFR Part 520 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.</p>		
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<p><u>RULE 26: Time/Volume Rates in Foreign Commerce</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Time-Volume Rates (TVR) are subject to the following conditions:</p> <ol style="list-style-type: none"> <li>Offering Period - TVR are offered for the period shown in the individual TVR.</li> <li>Commodity is as shown in the individual TVR.</li> <li>Minimum Volume - The minimum volume is as shown in the individual TVR.</li> <li>Enrollment - Shipper(s) and/or Consignee(s) desiring to ship cargo under a TVR shall notify the carrier in writing. Enrollment must be in the name of the shipper or consignee making the application. Carrier shall notify shipper/consignee of the Enrollment Number assigned.</li> </ol> <p>Once Shipper has accepted the TVR it shall remain in effect for the time specified, without amendment.</p> <ol style="list-style-type: none"> <li>Ports/Points - TVR apply only from/to specific ports/points shown in the individual TVR.</li> <li>Except as specifically provided in the individual TVR, all rules, regulations, conditions and charges in this tariff are applicable to TVR's.</li> <li>Cargo shall be rated as per the applicable TVR. If shipper/consignee fails to ship the required minimum then shipper/consignee shall pay the difference between the TVR minimum and the actual quantity shipped at the TVR rate (if two or more rates are provided, the lowest rate shall apply) or shipments shall be rerated at the tariff rate in effect at time of shipment, whichever produces the lowest total charge.</li> <li>Shipments shall be counted toward only one (1) TVR.</li> <li>Beyond its obligations as a common carrier, the carrier makes no commitment to any defined service level, such as assured space, transit time, port rotation or similar service feature.</li> </ol>		
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<p><u>RULE 26: Time/Volume Rates in Foreign Commerce (Continued)</u></p> <p>10. Carrier shall maintain records sufficient to justify the application of TVR, including enrollment form and Bills of Lading for a minimum period of five (5) years after the expiration of the TVR.</p>		
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<p><u>RULE 27: Loyalty Contracts in Foreign Commerce</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p><b>RULE 28: Definitions</b></p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: IC</p> <p>CARGO, N.O.S. - means cargo (articles) not otherwise more specifically described in or provided for in this tariff.</p> <p>CARRIER - means publishing carrier and/or inland U.S. Carriers.</p> <p>CONSIGNOR, CONSIGNEE OR SHIPPER - include the authorized representatives or agents of such "consignor," "consignee," or "shipper."</p> <p>CONTAINER FREIGHT STATION (CFS) - (Service Code S) - a) At Origin - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent. b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.</p> <p>CONTAINER LOAD - (CL) - Means all cargo tendered to carrier in shipper-loaded containers.</p> <p>CONTAINER YARD - The term "Container Yard" (CY) (Service Code Y), means the location where carrier receives or delivers cargo in containers.</p> <p>CONTROLLED TEMPERATURE - means the maintenance of a specific temperature or range of temperatures in carrier's trailers.</p> <p>DRY CARGO - means cargo other than that requiring temperature control.</p> <p>IN PACKAGES - shall include any shipping form other than "in bulk," "loose," "in glass or earthenware, not further packed in oher containers" or "skids"</p> <p>KNOCKED DOWN (KD) - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 33 1/3 percent from its normal shipping cubage when set up or assembled.</p> <p>KNOCKED DOWN FLAT (KDF) - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 66 2/3 percent from its normal</p>		
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<p><u>RULE 28: Definitions (Continued)</u></p> <p>shipping cubage when set up or assembled.</p> <p>LESS THAN CONTAINER LOAD (LTL) - means all cargo tendered to carrier not in shipper-loaded/stuffed containers.</p> <p>LOADING OR UNLOADING - means the physical placing of cargo into or the physical removal of, cargo from containers.</p> <p>MIXED SHIPMENT - means a shipment consisting of articles described in and rated under two or more rate items of this tariff.</p> <p>MOTOR CARRIER - means U.S. Motor Carrier or Motor Carriers.</p> <p>NESTED - means that three or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one third of its height.</p> <p>NESTED SOLID - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-half inch.</p> <p>ONE COMMODITY - means any or all of the articles described in any one rate item in this tariff.</p> <p>PACKING - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.</p> <p>PUBLISHING CARRIER - means TERRA LOGISTICS L.L.C., a Non-Vessel Operating Common Carrier (NVOCC) registered with the U.S. Federal Maritime Commission under FMC Organization No. 026866.</p> <p>RAIL CARRIER - means U.S. rail carrier or rail carriers.</p> <p>SHIPMENT - means a quantity of goods, tendered by one consignor on one bill of lading at one origin at one time in one or more containers for one consignee at one destination.</p>		
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<p><u>RULE 28: Definitions (Continued)</u></p> <p>STUFFING - UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from carrier's containers.</p> <p>UNPACKING - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.</p>		
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<p>RULE 29: ABBREVIATIONS, CODES AND SYMBOLS</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>1. EXPLANATION OF ABBREVIATIONS</p> <p>Ad. Val. ----- Ad Valorem</p> <p>A.Q. ----- Any Quantity</p> <p>B.F. ----- Board Food or Board Feet</p> <p>B/L ----- Bill of Lading</p> <p>BAF ----- Bunker Adjustment Factor</p> <p>BM ----- Board Measurement</p> <p>CAF ----- Currency Adjustment Factor</p> <p>Cbm, CM or M3 ---- Cubic Metre</p> <p>cc ----- Cubic Centimetre</p> <p>Concl. ----- Concluded</p> <p>Cont'd ----- Continued</p> <p>CFS ----- Container Freight Station</p> <p>Cft. or cft. ----- Cubic Foot or Cubic Feet</p> <p>cm. ----- Centimetre</p> <p>Cntr(s) ----- Container(s)</p> <p>CU ----- Cubic</p> <p>Cwt ----- 100 Pounds</p> <p>CY ----- Container Yard</p> <p>DDC ----- Destination Delivery Charge</p> <p>Etc. ----- Et Cetera</p> <p>exc. ----- Exceeding</p> <p>F.A.K. ----- Freight All Kinds</p> <p>F.A.S. ----- Free Alongside Ship</p> <p>FCL ----- Full Container Load</p> <p>FEU ----- Forty Foot Equivalent Unit</p> <p>F.I. ----- Free In</p> <p>F.I.O. ----- Free In and Out</p> <p>F.I.O.S. ----- Free In, Out and Stowed</p> <p>F.O. ----- Free Out</p> <p>F.O.B. ----- Free On Board</p> <p>F.M.C. ----- Federal Maritime Commission</p> <p>Ft. ----- Feet or Foot</p> <p>GOH ----- Garment On Hanger</p> <p>Hdlg. Chgs. ----- Handling Charges</p> <p>I.D. ----- Inside Diameter</p> <p>i.e. ----- That is</p> <p>I&amp;S ----- Iron or Steel</p> <p>Incl. ----- Inclusive</p> <p>K.D. or K/D ----- Knocked Down</p> <p>K.D.F. ----- Knocked Down Flat</p> <p>Kilos ----- Kilograms</p> <p>K/T ----- Kilo Ton</p>		
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<u>RULE 29: ABBREVIATIONS, CODES AND SYMBOLS (Continued)</u>		
Lb. or Lbs. ----- Pound or Pounds LCL or LTL----- Less than Container Load LS ----- Lumpsum L/T ----- Long Ton (2240 lbs.) LT/40 ----- Long Ton (2240 lbs.) or 40 Cubic Feet M ----- 1 Cubic Metre Max. ----- Maximum MBF or MBM ----- 1,000 Feet Board Measure Min. ----- Minimum mm ----- Millimeter n/exc. ----- Not Exceeding N.O.S. ----- Not otherwise specified in this Tariff No. or Nos. ----- Number or Numbers NOR ----- Non-Operating Reefer (C) Pkg. or Pkgs. ---- Package or Packages PRC ----- People's Republic of China PRVI ----- Puerto Rico and U.S. Virgin Islands R/T ----- Revenue Ton SL&C ----- Shipper's Load and Count Sq. Ft. ----- Square Foot or Square Feet S/T ----- Short Ton (2000 lbs.) SU or S/U ----- Set Up TEU ----- Twenty Foot Equivalent Unit TLI ----- Tariff Line Item, same as TRI TRC ----- Terminal Receiving Charge TRI ----- Tariff Rate Item, same as TLI U.S.A. ----- United States of America USD ----- United States Dollars Viz. ----- Namely Vol. ----- Volume W ----- 1,000 kilos W/M or WM ----- 1,000 kilos or 1 cubic metre WT ----- Weight		
2. EXPLANATION OF CODES		
CONTAINER SIZES		
20 - 20 ft.		

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<p><u>RULE 29: ABBREVIATIONS, CODES AND SYMBOLS (Continued)</u></p> <p>9'6" High Cube</p> <p>CONTAINER TEMPERATURE CODES</p> <p>AC - Artificial Atmosphere Controlled CLD - Chilled FRZ - Frozen HTD - Heated N/A - Not Applicable/Not Operating RE - Refrigerated VEN - Ventilated</p> <p>CONTAINER TYPE CODES</p> <p>AC - Atmosphere Control FB - Flat Bed FR - Flat Rack GC - Garment Hanger IM - Insulated OT - Open Top PC - Dry RE - Reefer</p> <p>HAZARD CODES</p> <p>HAZ - Hazardous NHZ - Non-Hazardous N/A - Not Applicable</p> <p>RATE BASIS CODE</p> <p>AV - Ad Valorem EA - Each (as defined) LS - Lumpsum M - Measure PC - Per Container W - Weight WM - Weight/Measure</p> <p>SERVICE CODES</p> <p>S - Container Freight Station Y - Container Yard O - Port D - Door</p> <p>3. EXPLANATION OF SYMBOLS AND AMENDMENT CODES</p>		
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<p><u>RULE 29: ABBREVIATIONS, CODES AND SYMBOLS (Continued)</u></p> <p>(A) - Increase  (C) - Change resulting in neither increase nor decrease  (E) - Expiration  (I) - New or Initial Matter  (P) - Extension of Service  (R) - Reduction  (S) - Special Case Number  (T) - Terminal Rates, Charges, Tolls or Provisions over  which carrier has no control.  (W) - Withdrawal of erroneous data</p>		
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<p><u>RULE 30: Access to Tariff Information</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>This tariff is published on the Internet web site  of Distribution-Publications, Inc., viz:</p> <p>www.dpiusa.com</p> <p>Interested parties should contact www.dpiusa.com  for information concerning access to and  cost for use of the tariff.</p> <p>Please refer to the tariff profile or title page for  additional contact information.</p>		
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<p><u>RULE 31: Seasonal Discontinuance</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 32: RESERVED</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 33: Project Rates</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 34: Terminal Tariffs</u>  Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 35: NEGOTIATED RATE ARRANGEMENTS (NRA)</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <ol style="list-style-type: none"> <li>Carrier may, in lieu of publishing a tariff rate, enter into a Negotiated Rate Arrangement ("NRA") with any NRA Shipper. The NRA shall contain the following elements: <ol style="list-style-type: none"> <li>be in writing;</li> <li>contain the legal name of the parties; and contain the names of the representatives of the parties agreeing to the NRA;</li> <li>be agreed to by both NRA shipper and NVOCC, prior to the date on which the cargo is received by the common carrier or its agent (including originating carriers in the case of through transportation);</li> <li>clearly specify the rate and the shipment or shipments to which such rate will apply; and</li> <li>may not be modified after the time the initial shipment is received by the carrier or its agent (including originating carriers in the case of through transportation).</li> </ol> </li> <li>Carrier will assign each NRA a unique NRA number.</li> <li>Carrier shall maintain records of each NRA in accordance with FMC Regulations, 46 CFR 532.7.</li> <li>Carrier's governing rules tariff is provided to shippers at <a href="http://www.dpiusa.com">www.dpiusa.com</a> in compliance with FMC Regulations as provided in 46 CFR 532.7.</li> <li>An NRA shall always take precedence over a tariff rate for the same commodity.</li> <li>All rates agreed in an NRA, unless clearly stated to be all-inclusive, shall be subject to surcharges and assessorials as published in Carrier's governing tariff rules. The surcharges and assessorials that will be applied to each NRA are those that are in effect as of the date the first shipment under each NRA is received by Carrier, and such surcharges and assessorials shall remain fixed at that level for the period the NRA is in effect.</li> <li>NRAs proposed by or entered into by Carrier with an NRA Shipper shall contain a confidentiality clause that reads as follows: The NRA shipper and Carrier agree that the shipper's identity, the rates, charges, terms and conditions offered and/or agreed in an NRA shall be kept confidential from any other shipper or carrier. Any breach of this confidentiality agreement may give rise to a cause of action for actual damages proven to</li> </ol>		
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<p><u>RULE 35: NEGOTIATED RATE ARRANGEMENTS (NRA) (Continued)</u></p> <p>result from such breach of confidentiality.</p>		
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<p>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA)</p> <p>Effective: 09Mar2018 Thru:                      Expires:                      Publish 09Mar2018 Amend: I</p> <p>1. Applicability. This Rule applies to all NVOCC Shipping Arrangements (as hereinafter defined, "NSA") entered into by Carrier in accordance with 46 C.F.R. § 531.2 and, to the extent stated herein, is subject to the terms and conditions of NVOCC's Bill of Lading or Sea Waybill in effect at the time of receipt of cargo for shipment ("Carrier's Bill of Lading") and Carrier's tariffs of general applicability and/or Carrier's Essential Terms Tariffs, as published in accordance with Federal Maritime Commission ("FMC") regulations. Except as otherwise expressly agreed in the NSA, all compensation, assessorials, surcharges, arbitrables and other charges (including freight, demurrage and detention) as set forth in Carrier's applicable tariff(s) shall be due and payable in accordance therewith.</p> <p>Except as otherwise expressly provided in the NSA, the NSA Shipper accepts the terms and conditions of Carrier's bills of lading, waybills and tariffs, as applicable. The term Shipper shall be the same as the term "Merchant" as defined in Carrier's bill of lading and includes both shipper and consignee.</p> <p>2. Definitions. In the NSA, except where the context otherwise requires, words and expressions shall have the same meanings as defined in 46 C.F.R. § 531.5 or Carrier's bill of lading, or hereby assigned to them as follows:</p> <p>"Affiliate" means two or more entities, which are under common ownership or control by reason of being parent and subsidiary or entities associated with, under common control with, or otherwise related to each other through common stock ownership or common directors or officers.</p> <p>"FMC" means the Federal Maritime Commission.</p> <p>"Duration" means the term that this NSA is effective which shall be from the Effective Date set forth in the NSA or on the date filed with the FMC in accordance with 46 C.F.R. part 531, whichever is later, to the Expiration Date set forth in the NSA</p> <p>"NSA Shipper" means the party set forth the NSA (or its Affiliate) that is a cargo owner, the person for whose</p>		
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>account the ocean transportation is provided, the person to whom delivery is to be made, or a shippers' association.</p> <p>"NSA" means an NVOCC Service Arrangement as defined in 46 C.F.R. part 531.</p> <p>"Carrier" means the company named as Carrier in the NSA and on the face of Carrier's Bill of Lading issued for the transportation of Goods hereunder.</p> <p>"Goods" is defined in the Bill of Lading.</p> <p>"Package" is as defined in the Carriage of Goods by Sea Act, 46 U.S.C. 1300, et seq. and decisions pursuant thereto.</p> <p>3. Essential Terms: Subject to the terms and conditions provided for herein, the NSA contains the provisions relating to Duration, Commodities, Port Ranges and the Minimum Quantity of Goods committed by NSA Shipper Minimum-Quantity Commitment"). These Essential Terms are published in Carrier's tariff for each NSA.</p> <p>For purposes of determining and interpreting the Minimum Quantity Commitment, the following formula shall be used to determine forty-foot-equivalent units ("FEUs"):</p> <p>20 - foot container shall equal 0.5 FEU  40 - foot (8'6") container shall equal 1.00 FEU  40 - foot (9'6") container shall equal 1.00 FEU  45 - foot container shall equal 1.00 FEU</p> <p>4. Rates, Payment and Credit - Carrier shall charge and the NSA Shipper shall pay for all transportation and related services with respect to the Goods tendered under this NSA at the rates set forth in Appendix A to the NSA and such additional charges as are required by Carrier's governing tariff or tariffs.</p> <p>4.1 Unless prior credit or payment arrangements have been agreed to in writing by Carrier, all transportation and related charges hereunder shall be paid prior to Carrier transporting the Commodities.</p> <p>4.2 NSA Shipper shall remit all payments to Carrier via (i) good funds, (ii) Automated Clearing House (ACH) or (iii)</p>		
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>wire transfer in lieu of check, whereby such form of payment shall be determined at Carrier's sole discretion and shall be paid no later than one (1) day prior to the Vessel's arrival at the Port of Discharge named on the face of the Bill of Lading or Sea Waybill covering such shipment as follows:</p> <p>Bank Name: _____  Bank Address: _____  Account Name: _____  ABA Number: _____  Account Number: _____</p> <p>NSA Shipper shall provide Carrier remittance details along with the actual payment. If NSA Shipper has established credit prior to shipping, NSA Shipper agrees to pay all transportation and related charges hereunder within thirty (30) calendar days from the date of Carrier's invoice. Failure to pay invoices in a timely manner may result in NSA Shipper being placed on a prepaid cash basis.</p> <p>5. Liquidated Damages - If NSA Shipper fails to timely book and deliver the Minimum Quantity Commitment set forth in the NSA, it shall be liable to the NVOCC for liquidated damages in the amount of \$100 per FEU. Unless otherwise expressly agreed in an NSA, a timely booking shall be not less than ten (10) days prior to vessel arrival at the port of loading and timely delivery will be delivery to a designated ocean common carrier prior to vessel cutoff with complete and accurate documentation. This amount shall be in lieu of actual damages, if any, which would be difficult, if not impossible, to ascertain to a reasonable certainty. Bills of Lading, or Sea Waybills as may be issued in lieu thereof, covering shipments of Goods moving under the terms of this NSA shall be annotated by the NSA Shipper or its agent(s) with the NSA Number of the Arrangement. Shipments moving on Bills of Lading not so annotated shall not be counted toward the NSA Shipper's Minimum Quantity Commitment; provided however, that the NSA Shipper shall have reasonable time within which to remedy such omission after the fact. For the purpose of determining whether movement of Goods took place during this NSA, the pertinent date shall be the date of receipt of Goods by Carrier or its agent. The total of any amounts owed pursuant to this sub-clause 4.2 shall be paid directly to Carrier within thirty (30) days following the date of</p>		
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>Carrier's invoice. If there is a disagreement as to the volume of Goods transported under this NSA, the parties shall grant each other access to their records relating to this Arrangement.</p> <p>6. Carrier's Service Commitment: Carrier shall accept Shipper's timely bookings, provide the transportation as required by the Shipper and deliver the shipments to Shipper in accordance with the terms and conditions of Carrier's bill of lading. Failure of Carrier to provide such service shall result in a reduction in the Shipper's minimum quantity commitment for each container on which Carrier has not provided the agreed service.</p> <p>7. Terms Covering Additional or Special Services. In addition to providing ocean common carrier services in the U.S. and foreign trade, Carrier may provide additional and/or other related logistics services as may be agreed in Box 5.6 of Part I, the terms of which, when referred to in Box 5.6, shall be incorporated herein by such reference to the extent not inconsistent with this NSA and, in the event of a conflict of conditions between this NSA and all documents incorporated by reference. The terms of this NSA and its schedules shall control to the extent of such conflict but no further. Any terms covering additional or special services, if not expressly stated herein or attached hereto, shall be made available upon request as described in this NSA.</p> <p>8. Amendment and Cancellation.</p> <p>8.1 The NSA may be amended at any time to any extent and in the manner prescribed by applicable FMC regulations by agreement between the parties.</p> <p>8.2 Carrier may terminate this NSA upon written notice in accordance with Clause 13 as follows:</p> <ul style="list-style-type: none"> <li>(i) NSA Shipper becomes insolvent, is unable to pay its debts when due, files for bankruptcy or reorganization, is the subject of involuntary bankruptcy, has a receiver appointed, or assigns all or substantially all of its assets to an unaffiliated third party; or</li> <li>(ii) NSA Shipper is in breach of its payment obligations pursuant to the terms of the NSA or any other agreement between Carrier and NSA</li> </ul>		
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<u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u>										
<p>Shipper.</p> <p>(iii)NSA Shipper has fulfilled its MQC.</p> <p>Any such termination of the NSA shall be without prejudice to all rights accrued between the parties prior to the date of termination.</p> <p>8.3 AMENDMENT VIA ELECTRONIC SIGNATURE / E-MAIL</p> <p>After the parties have signed this NSA and it has been filed with the Federal Maritime Commission (FMC), the parties may enter into subsequent amendments in an electronic mail format (e-mail), transmitted via the Internet and executed, modified or amended by the parties with an electronic signature. In the event that this NSA is amended in an electronic mail format and executed with an electronic signature, all terms and conditions contained in the NSA shall have full legal effect, validity and enforceability. The term electronic signature means an electronic symbol attached to or logically associated with the NSA and executed or adopted by a person with the intent and authorization to sign this NSA, including the person's name typed on the signature line of the NSA, followed by the signature designation(s), or an exchange of e-mails between the parties to which the parties attach this NSA and such amendment and in which such parties state that they AGREE or ACCEPT its terms and conditions.</p> <p>The following parties are the only ones representing the CARRIER who may sign electronically and the e-mails may only be sent from the following e-mail addresses:</p> <table><tr><td>Name &amp; Title</td><td>E-mail Address</td></tr><tr><td>XXXX</td><td>XXXXXXX</td></tr></table> <p>The following parties are the only ones representing the SHIPPER who may sign electronically and the e-mails may only be sent from the following e-mail addresses:</p> <table><tr><td>Name &amp; Title</td><td>E-mail Address</td></tr><tr><td>XXXX</td><td>XXXXXXX</td></tr></table> <p>9. Carrier's Right to Assignment or Sub-Contract. Carrier shall have the right to assign or sub-contract any of its obligations hereunder without the prior written consent of NSA Shipper; provided, however, that in the event of such an assignment or a sub-contract, Carrier shall remain fully</p>			Name & Title	E-mail Address	XXXX	XXXXXXX	Name & Title	E-mail Address	XXXX	XXXXXXX
Name & Title	E-mail Address									
XXXX	XXXXXXX									
Name & Title	E-mail Address									
XXXX	XXXXXXX									
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>liable for the due performance of its obligations under this NSA.</p> <p>10. Responsibilities.</p> <p>10.1 Force Majeure - Notwithstanding any other provision of the NSA or the applicable bill of lading or tariffs,, to the extent Carrier or the NSA Shipper fails to meet any obligation imposed by the terms of the NSA owing to Force Majeure, performance of the NSA shall, to that extent, be deemed to have been frustrated and no cause of action for breach or liability shall arise as a consequence thereof. For the purpose of the NSA, "Force Majeure" means and includes without reservation or restriction, strikes, lockouts, labor disputes or exceptional circumstances arising from the threat thereof; acts of God, State, or the public enemy, including but not limited to, war, terrorism, riots, civil disorder or insurrection, embargo or other disruption or interference with trade including without limitation any interference with land (including rail) or water transportation beyond Carrier's control; natural disaster, inclement weather, marine disaster, perils of the sea, including but not limited to, fire or other casualty which materially frustrates the ability of either party to perform under this NSA. The party declaring Force Majeure must give written notice in accordance with Clause 13 within thirty (30) days of the event giving rise to the Force Majeure and NSA Shipper's Minimum Quantity Commitment or requirements, as the case may be, shall be reduced by a percentage calculated by dividing the number of days that the Force Majeure circumstance existed by the number of days the NSA will be in effect, rounded upward to the next volume unit.</p> <p>10.2 Indemnity - NSA Shipper shall indemnify, defend and hold Carrier harmless from and against any and all liabilities, including but not limited to suits, demands, causes of action, damages adjusted due or claims reasonably settled, penalties, costs and expenses (including reasonable attorneys' fees) arising from or in connection with the negligence, gross negligence or willful misconduct or breach of this NSA, any other agreement between Carrier and NSA Shipper or violation of any applicable law or regulation by NSA Shipper in connection with the NSA or any other agreement between Carrier and NSA Shipper. Except with respect to claims for loss of or damage to Goods which</p>		
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>shall be handled in accordance Carrier's bill of lading and the Carriage of Goods by Sea Act, Carrier shall indemnify, defend and hold NSA Shipper harmless from and against any and all liabilities, including but not limited to suits, demands, causes of action, damages adjudged due or claims reasonably settled, penalties, costs and expenses (including reasonable attorneys' fees) arising from or in connection with the negligence, gross negligence or willful misconduct or breach of this NSA or violation of any applicable law or regulation by Carrier in connection with the NSA.</p> <p>10.3 Consequential Loss - In no event shall any claim for loss of profits or incidental, special, consequential, or liquidated damages of any nature whatsoever be made by NSA Shipper against Carrier in any way arising from or in connection with the NSA or any other agreement between Carrier and NSA Shipper.</p> <p>10.4 Vessel Operator Responsibility - NSA Shipper acknowledges that Carrier is a non-vessel operating common carrier and that its ability to act as a common carrier by water is dependent on vessel operating ocean common carriers from whom Carrier purchases ocean transportation services. NSA Shipper agrees that Carrier will not be liable to NSA Shipper for any failure to provide space or equipment, if such failure is caused by the ocean common carrier from whom Carrier purchases such ocean transportation services.</p> <p>11. General Provisions.</p> <p>11.1 Headings - Captions used in the NSA or in this section of the tariff are for convenience of reference only and shall have no legal effect or meaning in the construction or enforcement of the NSA.</p> <p>11.2 Drafting - Whenever used in the NSA, the singular shall include the plural and the plural shall include the singular, and the neutral gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning may require.</p> <p>11.3 Severability - If, in any legal proceeding, it is determined that any provision of the NSA or this tariff is unenforceable under applicable law, then the unenforceable</p>		
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>provision shall automatically be amended to conform to that which is enforceable under the law. In any event, the validity or enforceability of any provision shall not affect any other provision of the NSA, and the NSA shall be construed and enforced as if such provision had not been included.</p> <p>11.4 Third Party Beneficiaries - Except as specifically provided for elsewhere in the NSA, the NSA shall not be construed to confer any benefit on any third party not a party to it nor shall the NSA provide any rights to such third party to enforce its provisions. NSA Shipper shall keep Carrier informed regarding any incident of which NSA Shipper becomes aware, which gives or may arise to claims or disputes involving third parties.</p> <p>11.5 Waiver - No benefit or right accruing to either party under the NSA shall be waived unless the waiver is reduced to writing and signed by both Carrier and NSA Shipper. The failure of either party to exercise any of its rights under the NSA, including but not limited to either party's failure to comply with any time limit set out in the NSA, shall in no way constitute a waiver of those rights, nor shall such failure excuse the other party from any of its obligations under the NSA.</p> <p>11.6 Integration - Upon the request of NSA Shipper, Carrier shall make the Carrier's Bill of Lading available to NSA Shipper. The NSA and all documents attached hereto or made available upon request as described in this Arrangement, all tariff provisions incorporated by reference herein, represent the final and complete agreement of the parties for the NSA.</p> <p>12. Dispute Resolution. The NSA, as it is maritime in nature, shall be governed and construed in accordance with the general maritime law of the United States of America, the U.S. Federal Arbitration Act (Title 9 of the U.S. Code), the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, the regulations of the FMC and, to the extent such laws are inapplicable, the laws of the State of New York, excluding its conflict and choice of law rules.</p> <p>Any dispute arising out of or in connection with the NSA or in any way connected with the shipment of Goods thereunder</p>		
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<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a &gt; symbol.</p>		
<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>(save for a dispute arising from or in connection with general average) shall be referred to arbitration in New York, NY, which shall be conducted by a panel of three arbitrators whereby such arbitrators shall be chosen as follows: one to be appointed by Carrier, one by NSA Shipper or its Affiliate as applicable, and the third chosen jointly by the arbitrators so selected. The decision of such arbitrators, or that of any two of them, shall be final, and for the purposes of enforcing any award resulting from such arbitration, the parties consent and agree that the United States District Court in the Southern District of New York has personal jurisdiction over each of them in any action to enforce an arbitration award entered hereunder, concurrently with any other court of competent having jurisdiction. The parties further agree that venue is proper in the aforementioned court. Any and all arbitration proceedings carried out pursuant to this Clause 13 shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. Awards made pursuant hereto shall include costs, attorney's fees, interest and expenses but shall exclude punitive damages. Any arbitral award issues pursuant hereto may be enforced pursuant to either the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards on June 10, 1958 or the Inter-American Convention on International Commercial Arbitration.</p> <p>13. Notices.</p> <p>13.1 Any notice to be given by either party to the other party shall be in writing and may be sent by facsimile, email (providing for electronic confirmation), registered or recorded mail or by personal service.</p> <p>13.2 The address of the parties for service of such communication shall be as stated in the NSA and in effect at the time of shipment in Carrier's governing tariffs(s) shall be applied to shipments hereunder.</p> <p>14. CONFIDENTIALITY: Unless authorized by the other party, neither party will disclose the NSA terms and conditions other than to its employees, agents, tariff filers, or auditors, except for the NSA terms, conditions or information that are:</p> <p>(a) Required by law or legal process to be published or disclosed;</p>		
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>(b) Incorporated herein by reference from a published tariff;</p> <p>(c) Disclosed to any person participating with the Carrier in the transportation under the NSA or receiving copies of the bill of lading for NSA shipments;</p> <p>(d) Previously disclosed to an unauthorized third party.</p> <p>Carrier and Shipper agree that in no case will either disclose NSA terms and conditions to any shipper or carrier, except as under (a) or (b) above.</p>		
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Section 4 - COMMODITIES AND RATES				CORR: 0	Issued: 18Jan2023
<p>Except as otherwise provided, rates apply per 1000 KGS or 1.000 CBM. Effective Dates shown below.  Items with effective dates prior to page Issue Date are brought forward without change.  Future effective items are preceded with a &gt; symbol.</p>					
TRI	Rate	RBasis	Size & Type	Effective Thru	Expires Publish Amend
<b>Commodity: 0000-00-0000 CARGO, N.O.S.</b>					
				09Mar2018	09Mar2018 I
From: U.S. ORIGIN INLAND POINTS (Group) USOP (U.S. ORIGIN PORTS) (Group) Via : USOP (U.S. ORIGIN PORTS) (Group) To: WORLDWIDE DESTINATIONS (Group) WORLDWIDE DEST PORTS (Group) Via: WORLDWIDE DEST PORTS (Group)					
0001	500.00 USD	WM		09Mar2018	09Mar2018 I
Services: OO,SS,SY,YS,YY					
From: WORLDWIDE ORIGINS (Group) WORLDWIDE ORIGIN PORTS (Group) Via : WORLDWIDE ORIGIN PORTS (Group) To: U.S. DESTINATION INLAND POINTS (Group) USDP (U.S. DESTINATION PORTS) (Group) Via: USDP (U.S. DESTINATION PORTS) (Group)					
0002	500.00 USD	WM		09Mar2018	09Mar2018 I
Services: OO,SS,SY,YS,YY					
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