

LUINA SAILING LINES LIMITED - FMC Tariff No. 001	Orig/Rev Original	Page TITLE PAGE
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TITLE PAGE

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LUINA SAILING LINES LIMITED
UNIT B 3/F KAI WAN HSE, TUNG CHOI ST., MONG KOK
KOWLOON, HONG KONG
Tel: 852-6753-3724 / Fax: 852-3753-2377

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)

LUINA SAILING LINES LIMITED is a Non-Vessel Operating Common Carrier
(NVOCC) registered with the US Federal Maritime Commission under FMC
Organization No. 030710.

For explanation of abbreviations and reference marks see Rule 29.

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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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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>FAROE ISLANDS</p> <p>FEDERATED STATES OF MICRONESIA</p> <p>FIJI</p> <p>FINLAND</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 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		
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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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TARIFF ORIGIN SCOPE (Continued) SLOVENIA 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 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 TARIFF DESTINATION SCOPE Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: IC		
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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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TARIFF DESTINATION SCOPE (Continued) 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 SLOVENIA SOLOMON ISLANDS		
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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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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 <u>ACBP-O (U.S. ATLANTIC ORIGIN BASE PORTS)</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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 <u>GCBP-D (U.S. GULF COAST DESTINATION BASE PORTS)</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I HOUSTON, TX, USA, 77001-99 NEW ORLEANS, LA, USA, 70101-90 <u>GCBP-O (U.S. GULF COAST ORIGIN BASE PORTS)</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I HOUSTON, TX, USA, 77001-99 NEW ORLEANS, LA, USA, 70101-90 <u>JPNBP (JAPAN DESTINATION BASE PORTS)</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>USA</p> <p><u>U.S. ORIGIN INLAND POINTS</u></p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>USA</p> <p><u>USDP (U.S. DESTINATION PORTS)</u></p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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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<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 LESOTHO LIBERIA LIBYA LIECHTENSTEIN LUXEMBOURG MACAU MADAGASCAR MALAWI MALAYSIA MALDIVES MALI</p>		
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MALTA MAN ISLE OF MARSHALL ISLANDS MARTINIQUE MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA 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 NIGER NIGERIA NIUE NORFOLK ISLAND NORTHERN MARIANA ISLANDS NORWAY		
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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: 14Jan2022
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 ST LUCIA ST PIERRE AND MIQUELON ST VINCENT AND THE GRENADINES SUDAN SURINAME SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN TANZANIA UNITED REPUBLIC OF THAILAND TOGO TONGA TRINIDAD AND TOBAGO TRUST TERRITORY OF THE PACIFIC TUNISIA TURKEY TURKS AND CAICOS ISLANDS		
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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: 14Jan2022
<p>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</p> <p><u>WORLDWIDE ORIGINS</u></p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>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</p>		
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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: 14Jan2022
<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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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,020
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 14Jan2022
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: 14Jan2022
<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 JORDAN KENYA KIRIBATI KOREA DEMOCRATIC PEOPLES REP 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: 14Jan2022
<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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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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DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 14Jan2022
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: 14Jan2022
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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: 14Jan2022
Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.		
<p>RULE 1: Scope</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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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SECTION 2 - RULES	CORR: 0	Issued: 14Jan2022
<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > 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>		
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SECTION 2 - RULES	CORR: 0	Issued: 14Jan2022
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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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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SECTION 2 - RULES	CORR: 0	Issued: 14Jan2022
<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.</p>		
<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: 14Jan2022
<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.</p>		
<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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SECTION 2 - RULES	CORR: 0	Issued: 14Jan2022
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>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: 14Jan2022
<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > 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: 14Jan2022
<p>Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > 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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SECTION 2 - RULES	CORR: 0	Issued: 14Jan2022
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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 Philipsburg, SINT MAARTEN 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/>		
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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 > symbol.</p>		
<p><u>RULE 1-A: Worldwide Ports and Points (Continued)</u></p> <p>SAMERICABP</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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<p><u>RULE 1-B: Intermodal Service</u></p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Intermodal through rates apply from and to points in the U.S. states listed below only as specified in individual tariff line items.</p> <p>1. U.S. IPI origin and destination states, and grouping:</p> <table> <tbody> <tr><td>Alabama</td><td>AL</td><td>Nebraska</td><td>NE</td></tr> <tr><td>Arizona</td><td>AZ</td><td>Nevada</td><td>NV</td></tr> <tr><td>Arkansas</td><td>AR</td><td>North Carolina</td><td>NC</td></tr> <tr><td></td><td></td><td>North Dakota</td><td>ND</td></tr> <tr><td>California</td><td>CA</td><td>New Hampshire</td><td>NH</td></tr> <tr><td>Colorado</td><td>CO</td><td>New Jersey</td><td>NJ</td></tr> <tr><td>Connecticut</td><td>CT</td><td>New Mexico</td><td>NM</td></tr> <tr><td></td><td></td><td>New York</td><td>NY</td></tr> <tr><td>Delaware</td><td>DE</td><td></td><td></td></tr> <tr><td></td><td></td><td>Ohio</td><td>OH</td></tr> <tr><td>Florida</td><td>FL</td><td>Oklahoma</td><td>OK</td></tr> <tr><td></td><td></td><td>Oregon</td><td>OR</td></tr> <tr><td>Georgia</td><td>GA</td><td></td><td></td></tr> <tr><td></td><td></td><td>Pennsylvania</td><td>PA</td></tr> <tr><td>Idaho</td><td>ID</td><td></td><td></td></tr> <tr><td>Illinois</td><td>IL</td><td>Rhode Island</td><td>RI</td></tr> <tr><td>Indiana</td><td>IN</td><td></td><td></td></tr> <tr><td>Iowa</td><td>IA</td><td>South Carolina</td><td>SC</td></tr> <tr><td></td><td></td><td>South Dakota</td><td>SD</td></tr> <tr><td>Kansas</td><td>KS</td><td></td><td></td></tr> <tr><td>Kentucky</td><td>KY</td><td>Tennessee</td><td>TN</td></tr> <tr><td></td><td></td><td>Texas</td><td>TX</td></tr> <tr><td>Louisiana</td><td>LA</td><td></td><td></td></tr> <tr><td></td><td></td><td>Utah</td><td>UT</td></tr> <tr><td>Maine</td><td>ME</td><td></td><td></td></tr> <tr><td>Maryland</td><td>MD</td><td>Vermont</td><td>VT</td></tr> <tr><td>Massachusetts</td><td>MA</td><td>Virginia</td><td>VA</td></tr> <tr><td>Michigan</td><td>MI</td><td></td><td></td></tr> <tr><td>Minnesota</td><td>MN</td><td>Washington</td><td>WA</td></tr> <tr><td>Mississippi</td><td>MS</td><td>West Virginia</td><td>WV</td></tr> <tr><td>Missouri</td><td>MO</td><td>Wisconsin</td><td>WI</td></tr> <tr><td>Montana</td><td>MT</td><td>Wyoming</td><td>WY</td></tr> </tbody> </table>				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><u>RULE 2: Application of Rates and Charges</u></p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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><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><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><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 & 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <ol style="list-style-type: none"> 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. 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. 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. 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. 		
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<p><u>RULE 2-020: Diversion By Carrier</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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"> 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 not already provided for such destinations in individual commodity items. 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. <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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru:	Expires:	Publish 14Jan2022 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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<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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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"> 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. 2) Any discrepancy in count or concealed damage to articles. <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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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"> 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. 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> 3. This rule will apply to full Bill of Lading quantities or full container loads only. 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> 		
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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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<p><u>RULE 2-100: Mixed Shipments</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <ol style="list-style-type: none"> 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. 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. 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. 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. 		
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<p><u>RULE 2-110: Restricted Articles</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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"> 1. Ammunition, small arms and high explosive shells. 2. Animals, live, domestic or wild (including pets) or ostriches. 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. 4. Corpses or cremated remains. 5. Decorations, viz: bushes, Christmas trees, plants or trees, natural, preserved. 6. Eggs, viz: Hatching. 7. Fireworks of any description. 8. Freight transported in bulk (Not packaged). 9. Fruit or Vegetables, viz: fresh. 10. Meats, fresh; poultry or rabbits, dressed. 11. Nursery stock. 12. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl. 13. Silver articles or ware, sterling. 14. Livestock. 15. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for 		
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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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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"> 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. 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. 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. 		
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<p>RULE 2-140: ALTERNATE RATE/SERVICE LEVELS: CARRIER SPECIFIC</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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><u>RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA (CDDC)</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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><u>RULE 2-190: EU ENTRY SUMMARY DECLARATION CHARGE (ENS)</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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"> 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. 2. Shipper's are responsible to provide complete and accurate ENS data elements as required by the European Union. 3. ENS must be prepaid, unless otherwise prior consent is given by the carrier. 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. 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. 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. 		
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<p>RULE 2-200: JAPAN ADVANCE MANIFEST FILING RULES FEE (AFR)</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Not Applicable.</p>		
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<div> <div>RULE 5: Extra Length</div> <div> <div>Effective: 14Jan2022 Thru:</div> <div>Expires:</div> <div>Publish 14Jan2022 Amend: I</div> </div> <div>Not Applicable.</div> </div>		
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<p><u>RULE 6: Minimum Bill of Lading Charges</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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"> 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. 2. When freight and charges are billed prepaid they shall be paid in U.S. dollars. <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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: IC</p> <p>Carrier's bill of lading includes the following clauses on its front side:</p> <p>Carrier's standard terms and conditions are applicable to this bill of lading. They are available on Carrier's website at www.Luinalines.com.</p> <p>RECEIVED by the Carrier in external apparent good order and condition unless otherwise herein stated the number or quantity of containers, packages or other customary freight units to be transported from and to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading either written, printed or stamped or otherwise incorporated by which the Merchant agrees to be bound in accepting this Bill of Lading. The particulars given above as stated by the Merchant and the weight, measure, quantity, marks, condition, contents and value of the Goods considered unknown by the Carrier. In witness whereof the number of original Bills of Lading stated on this side have been signed and wherever one original Bill of Lading has been surrendered any others shall be 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 1-12) and Rule 8-020 (B/L Terms 13-25).</p>		
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<p>RULE 8-010: BILLS OF LADING: TERMS 1-12</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: IC</p> <p>1. LAW AND JURISDICTION</p> <p>1.1. Any claim or dispute arising under this Bill of Lading shall be determined exclusively according to the laws of Hong Kong and the Merchant agrees that any suits against the Carrier shall be brought in the Courts of Hong Kong. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriers, including such carriers' forum selection and limits of liability. Carrier reserves the right to sue the Merchant for the collection of freight or other charges in any venue having jurisdiction over Merchant.</p> <p>2. DEFINITIONS In this Bill of Lading unless the context otherwise requires:</p> <p>"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken or performed by or on behalf of Carrier (as private carrier) in relation to the Goods covered by this Bill of Lading.</p> <p>"Carrier" means Luina Sailing Lines Limited (trading as LUINA SAILING LINES), Unit B, 3/F, Kai Wan House, 146 Tung Choi Street, Mongkok Kowloon, Hong Kong, on whose behalf this Bill of Lading has been signed.</p> <p>"Carrier Group" means Carrier and every other company which from time to time is or becomes a subsidiary or holding company of Carrier, or a subsidiary of any such holding company or the ultimate holding company of Carrier (and the terms</p> <p>"subsidiary" and "holding company" shall have the meanings given to them by Companies Ordinance (Chapter 32 of the Laws of Hong Kong).</p> <p>"Combined Transport" arises if either or both of the Place of Receipt and the Place of Delivery are duly indicated in the relevant boxes on the face hereof (providing that the address in the relevant box is not simply the name of a port).</p> <p>"Container" includes any type of container, trailer, transportable tank, platform, lift van, flat, pallet, skid, and any other articles used to consolidate or transport goods and including any ancillary or associated equipment.</p> <p>"Freight" includes the freight and all charges, demurrage, detention costs and all expenses and other monetary obligations, including (without limitation) duties, taxes, and dues payable by Merchant to Carrier in accordance with Carrier's applicable Tariffs or this Bill of Lading.</p> <p>"Goods" means the whole or any part of the cargo received</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>by or for Carrier from Merchant for Carriage under this Bill of Lading and includes any Container, packing or equipment not supplied by or for Carrier.</p> <p>"Hague Rules" means the provisions of the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.</p> <p>"Hague-Visby Rules" means Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. (It is expressly if nothing in this Bill of Lading shall be construed as contractually applying the Hague-Visby Rules.)</p> <p>"Indemnify" includes defending, indemnifying, and holding harmless, including in respect of legal costs and expenses.</p> <p>"Merchant" includes any person who is or at any time has been or becomes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, the notify party, any person owning or entitled to the possession of or otherwise having any interest in the Goods or this Bill of Lading, and any person acting on behalf of any such per-sons aforesaid.</p> <p>"Port to Port Shipment" arises if the Carriage is not Combined Transport.</p> <p>"Sub-Contractors" includes owners, charterers and operators of Vessels, stevedores, terminal operators, forwarders, groupage operators, consolidators, customs brokers, warehousemen, road, rail and air transport operators, longshoremen, and any independent contractors and sub-contractors of all degrees employed or engaged directly or indirectly by Carrier for or in performance of the Carriage and including the respective officers, employees and agents of such persons aforesaid.</p> <p>"US Carriage" means carriage to, from or through any port of the U.S.A.</p> <p>"US COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1936.</p> <p>"Vessel" includes the vessel(s) named on the front hereof and any substitute vessel, feeder vessel, lighter or other watercraft used in the performance of the Carriage, whether owned or chartered or operated or controlled by Carrier or any Sub- Contractor or any other person. For purpose of Carrier's limitation of liability:</p> <p>"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container and entered in the box on the face hereof entitled</p> <p>"Total number of Containers or Packages received by the</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>Carrier" are each deemed a Package. In the absence of any such enumeration, then if the Goods are received by Carrier in a Container, the Container shall be the "Package" for the purpose of calculating limitation of Carrier's liability, unless compulsorily applicable law in the individual case stipulates otherwise; and "Unit" has the same meaning as Package, save that in relation to US COGSA the term shall mean customary freight unit.</p> <p>"SOLAS" means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time;</p> <p>"SOLAS Guidelines" means the Guidelines regarding the verified gross mass (VGM) of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organization.</p> <p>3. INTERPRETATION AND GENERAL</p> <p>3.1. All the persons within the definition of Merchant shall be jointly and severally liable to Carrier, its agents, servants and Sub-Contractors (together "covenantees") for all representations, warranties, undertakings, agreements, obligations, liabilities, and indemnities (together "covenants") expressed or implied to be made, given or assumed by Merchant in this Bill of Lading as if the covenants were expressly made, given or assumed by Merchant to each of the covenantees. No covenants of Merchant shall be affected by any acts or omissions (whether negligent, deliberate or otherwise) of Carrier or the other covenantees.</p> <p>3.2. If any provisions herein contained are inconsistent with any compulsorily applicable law in any individual case, those provisions, to the extent of such inconsistency, shall be null and void, but the remaining provisions of this Bill of Lading shall remain valid and enforceable, and the validity and enforceability of those provisions in any other case shall not thereby be affected. To avoid doubt, nothing herein contained shall be construed as a surrender by Carrier of any of its rights and defences or as an increase of any of its liabilities under such compulsorily applicable law.</p> <p>3.3. Subject to contrary compulsorily applicable law in the individual case, provisions herein which exempt, exclude, relieve or limit the liability of Carrier, its servants, agents or Sub-Contractors shall be operative and effective notwithstanding (i) any act or omission (whether negligent,</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>deliberate or otherwise) of Carrier, its servants, agents or Sub-Contractors, or (ii) the circumstances or cause of any loss or damage (to which such provisions relate) be unexplained, or (iii) any other matters or causes whatsoever.</p> <p>3. 4. No servant or agent of Carrier shall have any authority to waive or vary any term of this Bill of Lading unless such waiver or variation is specifically authorized in writing by a director or other authorized officer of Carrier.</p> <p>3. 5. Any right or remedy herein conferred on Carrier is in addition to and without prejudice to all other rights and remedies available to it.</p> <p>4. SUB-CONTRACTING</p> <p>4.1. Carrier shall be entitled to sub-contract directly or indirectly on any terms whatsoever the whole or any part of the Carriage and/or its obligations and/or duties hereunder. Merchant hereby consents to such sub-contracting arrangements, and, without prejudice to Carrier's Rights and Defences hereunder, agrees to subject the Goods and the Carriage also to other agreements or terms and conditions of transport, including without limitation Sub-Contractors' bills of lading or other transport documents, which will confer or have conferred extensive Rights and Defences on third parties in respect of the Goods and/or the Carriage.</p> <p>4.2. Merchant undertakes that no claim or demand whatsoever shall be made against any person whomsoever (other than the Carrier) by whom the Carriage is performed or undertaken (including without limitation Carrier's officers, servants, agents and Sub-Contractors) which imposes or attempts to impose on any such person or any vessel owned or operated or controlled by any such person any liability whatsoever in connection with the Goods or the Carriage or this Bill of Lading, whether or not arising out of negligence on the part of such person and whether or not founded in contract, bailment, tort, negligence, trust, breach of express or implied warranty or otherwise. If any such claim or demand should nevertheless be made, Merchant shall Indemnify Carrier against all consequences thereof.</p> <p>4.3. Without prejudice to the generality of the foregoing, every such person shall have the benefit of all the Rights and Defences of Carrier under or pursuant to this Bill of Lading as if the same were expressly made also for such per-son's benefit. For the foregoing purposes, Carrier contracts for itself as well as agent and trustee of all</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>such persons.</p> <p>4.4. Merchant shall Indemnify Carrier against liabilities arising from or in relation to the Carriage or the Goods or this Bill of Lading insofar as such liabilities exceeds the Carrier's liability limits under this Bill of Lading.</p> <p>4.5. In respect of Carriage or duties or obligations sub-contracted by Carrier as aforesaid, Carrier (without prejudice to its other Rights and Defences) shall, to the maximum extent permitted by any compulsorily applicable law in the individual case, have as against Merchant the benefits of all the Rights and Defences that are available to the respective Sub-Contractors as if the same were expressly incorporated herein for Carrier's benefit (including without limitation the right of Carrier to limit its liability as if it were the owner of the Vessel).</p> <p>5. CARRIER'S RESPONSIBILITY (PORT TO PORT SHIPMENT)</p> <p>5.1. Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge.</p> <p>5.2. Notwithstanding the above where the Space(s) entitled "Place of Receipt" and/or "Place of Delivery" on the face hereof are completed, the contract contained in or evidenced by this Bill of Lading is for through transportation from and/or to the place(s) so named and the Carrier's responsibility shall then commence at the time when the Goods are delivered at the Place of Delivery so named (if any) and/or terminate when the Goods are delivered at the Place of Delivery so named (if any). The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with other for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent, enter into contracts with other on any terms whatsoever including terms less favourable than the terms in this Bill of Lading.</p> <p>6. CARRIER'S RESPONSIBILITY (COMBINED TRANSPORT)</p> <p>6.1. If Carriage is Combined Transport, Carrier shall be liable only for loss of or damage to the Goods occurring during the Carriage from the Place of Receipt or the Port</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>of Loading (whichever is applicable) up until the Place of Delivery or the Port of Discharge (whichever is applicable), to the extent set out below.</p> <p>6.2. If the stage of Carriage at which the loss or damage occurred is known or Merchant can prove such stage beyond reasonable doubt, the liability of Carrier shall be determined as follows: (a.) if it is established that the loss or damage occurred at or during the stage of the Carriage referred to in Clause 5, then in accordance with the provisions thereof; (b.) if it is established that the loss or damage occurred at or during any other stage of the Carriage, then: (i) in accordance with any compulsorily applicable law or international convention (including without limitation any applicable international convention relating to carriage by air or land) which provisions cannot be departed from by private contract or agreement to the detriment of Merchant and which would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of the Carriage at or during which the loss or damage occurred; but (ii) if Clause 6.2(b)(i) is not applicable then in accordance with Clause 6.3.</p> <p>6.3. If the stage of Carriage at which the loss or damage occurred is not known or cannot be proved by Merchant beyond rea-sonable doubt, then the liability of Carrier shall be determined as follows: (a.) Carrier shall be entitled to rely on any provisions excluding or exempting or relieving Carrier from liability contained in the Hague Rules (Articles 1 to 8 inclusive only) and to limit liability to US\$100 per Package or Unit or US\$2 per kilo of the gross weight of the Goods lost or damaged, whichever is lesser. (b.) Carrier shall be relieved of liability for any loss or damage or any other matter whatsoever arising or resulting from (i) any cause or event which Carrier could not have reasonably avoided, prevented or foreseen; or (ii) compliance with instructions or directions of Merchant or any person authorized to give them.</p> <p>6.4. If the Place of Receipt or Place of Delivery is not duly indicated in the relevant box on the front hereof, Carrier shall be under no liability whatsoever in respect of any matter whatsoever occurring prior to loading of the Goods onto or after discharge thereof from the Vessel and Clauses 5.2</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>shall apply mutatis mutandis. It shall not be a proper indication if only the name of a port is indicated without specifying an address outside the port area.</p> <p>7. GENERAL LIABILITY PROVISIONS</p> <p>7. 1. Carrier's Rights and Defences</p> <p>(a.) The Rights and Defences of Carrier provided in this Bill of Lading shall apply in any action or claim against Carrier for any loss or damage whatsoever and howsoever occurring (and without restricting the generality of the foregoing, including delay, late delivery, non delivery and/or delivery without surrender of this bill of lading) whether the action or claim be founded in contract, tort, bailment, trust, breach of express or implied warranty or otherwise and notwithstanding any negligence, unseaworthiness, deviation, or any fundamental breach of contract on the part of carrier, its officers, employees and/or Sub-Contractors.</p> <p>(b.) The Carrier shall be entitled to (and nothing to this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulations of any country (including, but not limited to where applicable any provisions of the laws of the U.S.A.) and without prejudice to the generality of the foregoing also any law, statute or regulations available to the owner of the vessel(s) on which the Goods are carried.</p> <p>(c.) Without prejudice to the generality of (a) above, unless contrary to the compulsorily applicable law in the individual case, the defences and limits of liability referred to herein shall apply not only in respect of loss or damage to the Goods, but are also applicable in the event of "loss" of the Goods or loss caused to Merchant (or any of them) by reason of delivery of the Goods to the Notify Party named overleaf or Merchant (or any one of them) without the presentation of this Bill of Lading to Carrier, its employees, agents or Sub-Contractors</p> <p>(d.) Inland waterways Carrier's liability for loss or damage to Goods during inland waterways will be determined as if the loss or damage had occurred during sea carriage.</p> <p>(e.) Exclusion of Liability for Fire Aboard and Navigational Error Without prejudice to the generality of (a) above, unless contrary to the compulsorily applicable law in the individual case, the Carrier shall not be liable for fire aboard or navigational error.</p> <p>7. 2. Value of Goods Subject always to Carrier's right to</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>limit liability as contained herein, if Carrier is liable for compensation in respect of loss of or damage to Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid. If there is no (or no bona fide) invoice value of the Goods, such compensation shall be calculated by reference to the value of goods of the same or similar kind and quality at the place and time the Goods are received by the Carrier or the Goods are delivered or should have been delivered to Merchant, whichever value is the lowest.</p> <p>7.3. Ad Valorem Declared Value Higher compensation than the limits provided for elsewhere in this Bill of Lading shall not be claimed unless, with Carrier's consent, Merchant has (i) declared the value of the Goods prior to commencement of the Carriage, (ii) stipulated such declared value on the front hereof, and (iii) paid such additional charges as required by Carrier. The Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared more than the said bill of lading limit of value and is in addition to the base rate. In that case the amount of the declared value will be substituted for the Carrier's limits of liability laid down elsewhere in this Bill of Lading and any partial loss or damage shall be adjusted pro rate based on such declared value.</p> <p>7.4. Delay, Consequential Loss Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place during the Carriage or at the Port of Discharge or Place of Delivery at any time (whether advertised or not) to meet any requirement of Merchant or any market or use of the Goods or any other purposes. Carrier shall under no circumstances whatsoever be liable for (a.) any direct or indirect loss caused by delay; (b.) any indirect loss of whatsoever nature and howsoever caused. If notwithstanding the foregoing, Carrier is found liable for any loss falling within (a) and/or (b) above, its total liability (despite declaration of value and additional freight may have been made and paid pursuant to Clause 7.3) shall be limited to an amount equals the freight or other charges applicable to the relevant stage of the Carriage which have been paid by Merchant. (For the foregoing purposes, "indirect loss" includes without limitation any consequential loss, loss of profits, loss of market, loss of contract, loss of revenue, loss of use, punitive or exemplary damages or damage.)</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>7.5. Notice of Loss or Damage (a.) Unless notice of loss or damage shall have been given in writing to Carrier or his representative at the Port of Discharge or Place of Delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter, such removal shall constitute due delivery of the Goods hereunder. (b.) Any notation of loss or damage on the receipt or notice made by Merchant shall not be binding on Carrier.</p> <p>7.6. Time-bar (a.) Carrier shall be discharged of all liability whatsoever in respect of the Goods or this Bill of Lading or the Carriage or any-thing whatsoever in relation thereto, unless suit is brought in the proper forum and notice thereof given to Carrier within nine (9) months after the date the Goods were delivered or deemed delivered or should have been delivered (whichever is the earliest) unless the compulsorily applicable law in the individual case provide for a longer term of prescription.</p> <p>8. MERCHANT'S WARRANTIES AND RESPONSIBILITY</p> <p>8.1. Merchant warrants to Carrier as follows:</p> <p>(a.) in accepting this Bill of Lading, Merchant agrees to be bound by all stipulations, exceptions, terms and conditions on the face and back thereof, whether written, typed, stamped or printed, as fully as if signed by Merchant;</p> <p>(b.) in accepting this Bill of Lading, Merchant accepts and is authorized to accept the said stipulations, exceptions, terms and conditions for itself and for all other persons within the meaning "Merchant".</p> <p>(c.) the particulars relating to the Goods set out on the front hereof have been checked by Merchant on receipt of this Bill of Lading, and that such particulars and all other information relating to the Goods or otherwise provided by Merchant for the Carriage are complete, accurate and true; (d.) the Goods are lawful goods and contain no contraband or prohibited items;</p> <p>(e.) without prejudice to Clause 8.1(c) if the Carriage is a US Carriage, all information relating to the Goods is complete, accurate and true and in all respects in conformity and compliance with cargo declaration requirements of the U.S. Customs Regulations and other related laws, rules and regulations;</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>(f.) the Goods delivered to Carrier are properly packed, prepared, marked, numbered and addressed and are suitable for the Carriage; and (g.) Merchant shall comply with all applicable laws, regulations, rules, requirements, directions, recommendations, guide-lines of customs, port, import, export and other authorities.</p> <p>8.2. Merchant shall Indemnify Carrier from and against all liabilities incurred due to a breach of any of Merchant's obligations, undertakings, representations, and warranties contained in this Bill of Lading.</p> <p>9. DESCRIPTION OF GOODS</p> <p>9.1. This Bill of Lading shall be prima facie evidence of the receipt by Carrier from the Merchant in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or Units indicated on the front hereof as "TOTAL NUMBER OF CONTAINERS OR PACKAGES OR UNITS RECEIVED BY THE CARRIER".</p> <p>9.2. Save as provided in Clause 9.1, Carrier makes no representation or acknowledgement and assumes no responsibility whatsoever as to any weight, measure, quantity, quality, contents, description, marks, numbers, place of origin, value, or condition of the Goods (all of which are unknown to it).</p> <p>9.3. Any information on the front hereof relating to any invoice, export or import license, documentary credit, order, contract, or like matters is included solely at the request of Merchant and is not verified by Carrier. No such information shall constitute any declaration of value of the Goods by Merchant or in any way increase Carrier's liability hereunder.</p> <p>9.4. The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods which require temperature control shall in no circumstances be construed to mean that the Goods when received were verified by Carrier as being at the designated carrying temperature.</p> <p>9.5. It is agreed that superficial rust, oxidation, or any like condition due to moisture, is not "damage" but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.</p> <p>9.6. Where an "On Board" endorsement is made on the front hereof it means that the Goods are loaded either on board (i) the Vessel, or (ii) rail cars, trucks, lorries, feeder ships, barges, or other means of transportation, and are in</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>the custody of an inland or ocean carrier for transportation in accordance with the terms of this Bill of Lading.</p> <p>10. CONTAINERS Carrier Containers</p> <p>10.1. Goods may be consolidated by Carrier in or on Containers and Goods may be consolidated with other goods. Except otherwise agreed by Carrier in writing, Carrier is not obliged to provide any Container of a particular type or quality.</p> <p>10.2. Any Container released into the care of Merchant for packing, unpacking or any other purposes shall be deemed to be in sound condition suitable for Merchant's purpose unless objection is given to Carrier forthwith upon receipt by Merchant.</p> <p>Merchant shall redeliver the Container to Carrier within the time, at the place and in the condition prescribed by Carrier and empty Containers shall be re-delivered with their interiors properly brushed and cleaned. Until proper re-de-livery to Carrier the Container shall be at the sole risk of Merchant. If the Container is not timely and properly returned, Merchant shall pay Carrier all applicable demurrage, detention and other charges and expenses and shall Indemnify Carrier for all Liabilities arising therefrom.</p> <p>10.3. Merchant shall be responsible for any loss and/or damage to, and any Liabilities caused or incurred by such Container whilst in its custody or control. Merchant Packed Container</p> <p>10.4. Acknowledgement of receipt by Carrier of a Container not packed by Carrier (a "Merchant Packed Container") is acknowledgement of the receipt only of that Container and not its contents. Carrier assumes no liability for any loss or damage whatsoever to the contents of such Container arising out of: (a.) the manner in which the Container has been packed; (b.) the unsuitability for Carriage of the contents of the Container; (c.) (if the Container was not supplied by Carrier) the unsuitability, defective condition or the incorrect setting of temperature controls thereof; (d.) (if the Container was supplied by Carrier) the unsuitability, defective condition or incorrect setting of temperature controls thereof which could have been discovered upon reasonable inspection by Merchant at or prior to the time the Container was packed; or (e.) the packing in the Container of temperature controlled Goods that are not at the correct temperature for Carriage.</p> <p>10.5. Merchant warrants that all Merchant Packed Containers</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>(i) (which are not provided by Carrier) meet all ISO and/or other international safety standards and are fit in all respects for Carriage; (ii) have been duly inspected prior to and at the time of packing and have been found to be in good repair and condition suitable for packing the Goods and the Carriage; and (iii) the packing and sealing thereof are proper, safe and suitable for the Carriage and the seal number shall be communicated in writing by Merchant to Carrier.</p> <p>10.6. Delivery of a Merchant Packed Container by Carrier with its original seal intact shall be deemed to be a full and complete delivery under this Bill of Lading. Carrier shall not be liable for any shortage of Goods. SOLAS Verified Gross Mass Requirements</p> <p>10.7. Merchant and/or terminals in the U.S. on export cargo shall provide Carrier with the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this Bill of Lading in accordance with SOLAS and the deadlines established by Carrier. Merchant acknowledges and agrees that Carrier will rely on the accuracy and timeliness of such gross mass information and use this to comply with its obligations to Sub-Contractors in accordance with SOLAS. If VGM provided by Merchant differs from VGM provided by a U.S. terminal, Carrier, per U.S. law, shall rely on VGM provided by a terminal in the U.S. export ocean trades.</p> <p>10.8. In the event of any non-compliance by Merchant of Clause 10.7 or where Carrier reasonably believes the verified gross mass information provided by or on behalf of Merchant to be inaccurate or incomplete, Carrier may, at its discretion, establish the total gross mass at Merchant's cost using calibrated and certified equipment of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this Bill of Lading in accordance with SOLAS and the deadlines established by Carrier and the provisions of Clauses 13.3(a) through 13.3(c) shall apply. Carrier shall have no responsibility whatsoever for export cargo from the U.S. when VGM is provided by the terminal.</p> <p>10.9. Carrier shall not have any Liability resulting from any delay, inaccuracy or incomplete verified gross mass information provided by or on behalf of Merchant. Merchant shall Indemnify Carrier from and against all Liabilities resulting from any delay, inaccuracy or incomplete verified gross mass information provided by or on behalf of Merchant</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>on which Carrier relies.</p> <p>11. INSPECTION OF GOODS</p> <p>11.1. Carrier and any person authorized by it may (but is not obliged to), without notice or liability to Merchant, open and/ or scan any Container or package at any time and at any place and inspect, examine, weigh, measure the contents thereof. All related expenses shall be borne by Merchant.</p> <p>11.2. If by the order of any proper authorities, the Goods, or a Container in which the Goods are stuffed must be opened for inspection, Carrier shall not be liable for any loss, damage or delay incurred to the Goods, the Carriage or the carrying Vessel. The cost of opening, unstuffing, inspection, repacking and any other costs shall be recoverable by Carrier from Merchant as part of the Freight.</p> <p>12. PERISHABLE GOODS/TEMPERATURE CONTROLLED CARGO</p> <p>12.1. Goods of a perishable nature shall be carried in ordinary containers without special protection, services, or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way.</p> <p>12. 2. Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, derangement, breakdown, or stoppage of the refrigeration ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or Container if Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the special hold or Container in an efficient state.</p> <p>12. 3. Merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In the case of a temperature-controlled Container stuffed by or on behalf of the Merchant,</p> <p>Merchant further undertakes that the Container has been properly precooled, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented</p>		
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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-12 (Continued)</u></p> <p>for packing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.</p>		
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<p>RULE 8-020: BILLS OF LADING: TERMS 13-25</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: IC</p> <p>13. HEAVY LIFT</p> <p>13.1. Any single package with a weight exceeding 1,000 kilograms gross weight must be declared in writing by Merchant before tendering to Carrier for Carriage. The weight of each such package must be clearly and durably marked by Merchant on the outside in letters and figures not less than five (5) centimetres in height.</p> <p>13.2. Merchant undertakes to comply with all laws and regulations that may be applicable during the Carriage concerning overweight Containers or any other heavy lift cargo.</p> <p>13.3. In the event of any non-compliance by Merchant of Clause 13.1 or Clause 13.2; (a.) Carrier shall be released of all liabilities in respect of the Goods; (b.) Merchant shall Indemnify Carrier against all Liabilities incurred by it by reason of such non-compliance; (c.) Carrier (and its agents) may without notice and without liability to Merchant (i) refuse to load the Goods, or, (ii) if loaded, arrange at Merchant's risk and expense for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under this Bill of Lading.</p> <p>14. DANGEROUS GOODS</p> <p>14.1. "Dangerous Goods" includes any goods which are or may become dangerous, hazardous, inflammable, or injurious (including radio-active materials) in nature (whether listed in any official or unofficial international or national code or convention), or which are or may become liable to damage any property or person whatsoever or other goods.</p> <p>14.2. Merchant warrants that it shall not tender to Carrier for Carriage any Dangerous Goods unless Merchant has:</p> <p>(a.) given written notice of their nature, type, name, label and classification to Carrier, and obtained Carrier's prior express consent in writing;</p> <p>(b.) distinctly and durably marked on the outside of the Container or other packaging, in which the Dangerous Goods are to be transported, the nature and characteristics of such goods so as to comply with any laws or regulations which may be applicable during the Carriage;</p> <p>(c.) submitted to Carrier and the relevant authorities all documents required by any laws which may become applicable</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 13-25 (Continued)</u></p> <p>during the carriage or otherwise required by Carrier; and (d.) not permitted incompatible goods to be packed in the same Container.</p> <p>14.3. If any Goods (which are Dangerous Goods) are delivered to Carrier for Carriage in breach of Clause 14.2 or such Goods, although tendered in compliance with Clause 14.2, in the opinion of Carrier cannot safely or properly be carried or carried further (whether taking any measures or incurring additional expense or not) THEN Carrier may exercise its right under Clause 19, without prejudice to its other Rights and Defences.</p> <p>14.4. Merchant shall fully Indemnify Carrier against all Liabilities arising out of the Carriage of any Dangerous Goods tendered by Merchant including (without limitation) Liabilities resulting from injuries caused to any person (including Carrier's employees, agents and Sub- Contractors), damage to any property (including any Container and Vessel), environmental damages (direct and indirect), clean up, removal, rehabilitation expenses, legal costs (on an indemnity basis), and fines and penalties imposed by any governmental agencies or authorities.</p> <p>15. DECK CARGO AND LIVESTOCK</p> <p>15.1. Containers, whether goods therein be stowed by the Carrier or by the Merchant, and non-containerized unit load machinery may be carried on or under deck without notice to the Merchants and if they are so carried the Hague Rules are incorporated herein shall be applicable notwithstanding carriage on or under deck and the Goods and/or containers shall contribute in General Average whether carried on or under deck. 15. 2. Goods which are stated on the front hereof to be carried on deck and which are so carried (and livestock, whether carried on deck) are carried at the sole risk of Merchant without any responsibility on the part of Carrier for loss or damage or delay or any matter of whatsoever nature whether caused by unseaworthiness or negligence or any other cause whatsoever. The Hague Rules, the Hague-Visby Rules and the US COGSA shall not apply to such Carriage. Merchant shall indemnify Carrier against all, and any extra cost incurred for any reason whatsoever in connection with Carriage of such Goods or livestock.</p> <p>16. FCL MULTIPLE BILLS OF LADING</p> <p>16.1. This Bill of Lading is a FCL Multiple Bills of Lading if the tally acknowledged overleaf bears the qualification</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 13-25 (Continued)</u></p> <p>to the effect that the Goods is "one of ... part cargo in the Container". The special arrangement of receiving Goods on basis of FCL</p> <p>Multiple Bills of Lading being issued (receiving goods as FCL and delivering them as LCL to more than one receiver) shall only be undertaken in Carrier's absolute discretion and in any event on the basis that Carrier shall not in any event be liable for any shortage, loss, damage, or discrepancies of goods which are found upon unpacking of the Container. With-out prejudice to any other conditions which Carrier may stipulate when accepting such special arrangement, Merchant agrees that the following provisions shall apply:</p> <p>(a.) the Goods described overleaf are said by Merchant to comprise part of the contents of the Container indicated. All such particulars are unknown to and not verified by Carrier and Carrier makes no representation or acknowledgement in respect thereof.</p> <p>(b.) the Goods will be delivered in the Container to Merchant only if the originals of all the bills of lading covering all the contents of the Container have been surrendered authorizing delivery of all the contents to a single Merchant at a single place.</p> <p>(c.) if Clause 16.1(b) is not fulfilled Carrier may in its absolute discretion (but is not obliged to) unpack the Container and deliver the contents for which originals bills of lading have been surrendered without the Container. Delivery of the Goods in such manner shall constitute due delivery hereunder but will only be affected against payments by Merchant of appropriate charges and expenses as laid down in Carrier's applicable Tariffs.</p> <p>(d.) if all or part of the total contents within the Container consists of bulk goods or inappropriate goods, or is or becomes mixed or unmarked or unidentifiable, the respective holders of the bills of lading relating to such contents shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as Carrier shall in its absolute discretion determine. Delivery of the Goods as aforesaid shall constitute due delivery hereunder. (e.) instructions in relation to Carriage which a Merchant may otherwise be entitled to give must be given by all Merchants of all the contents in the Container simultaneously and, if required by Carrier, together with</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 13-25 (Continued)</u></p> <p>the production of the originals of all bills of lading covering all the contents in the Container. (f.) Merchant undertakes to Indemnify Carrier from and against all Liabilities arising from accepting the Goods for Carriage based on the aforesaid special arrangement.</p> <p>17. HINDRANCES AFFECTING PERFORMANCE</p> <p>17.1. If at any time the performance of the contract contained in or evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising (whether or not before the Carriage has commenced and whether or not before this contract has been concluded) Carrier has no duty to complete this contract and may at its sole discretion and without notice and liability to Merchant, elect any one or more of the following: (a.) carry the Goods to the Port of Discharge or Place of Delivery by an alternative route or means; or (b.) suspend the Carriage of the Goods and store them ashore or afloat subject to the terms of this Bill of Lading and (if practical) use reasonable endeavours to forward them to the Port of Discharge or Place of Delivery; or (c.) abandon the Carriage and where reasonably possible place the Goods or any part thereof at the Merchant's disposal at any place which Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease.</p> <p>17.2. Without prejudice to Carrier's other Rights and Defences, Carrier, in any of the above events shall be entitled to recover or retain full Freight for the Carriage and additional compensation for extra costs or expenses incurred by or for Carrier resulting from the circumstances (or any of them) referred to above.</p> <p>18. METHODS AND ROUTE OF TRANSPORTATION</p> <p>18.1. The Carrier may at anytime and without notice to the Merchant, use any means of transport or storage in any reasonable manner and by any reasonable means, methods and routes, including but not limited to, inland carriage by truck, rail and/or air; load or carry the Goods on any vessel, whether named on the front hereof or not; transfer the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 13-25 (Continued)</u></p> <p>Carrier's discretion (whether or not the nearest, direct, customary, advertised, or published route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Dis-charge); comply with any orders or recommendations given by any government, authority, or any Person or body acting or purporting to act as or on behalf of such government or authority, or having under the terms of the insurance on the conveyance employed by the Carrier, the right to give orders or directions; permit the vessel to proceed with or without pilots, save or attempt to save life or property, adjust navigational instruments, make trial trips, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons to tow or be towed, or to be drydocked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or war-like stores, and sail armed or unarmed.</p> <p>18. 2. These liberties may be invoked by the Carrier (without notice to the Merchant), either with or without the goods on board, for any purposes whatsoever, whether connected with the Carriage of the Goods. Any act involving delays resulting from such activities shall not be deemed a deviation of whatsoever nature or degree.</p> <p>19. ABANDONMENT OF GOODS, ETC.</p> <p>19. 1. Without prejudice to Carrier's other Rights and Defences, in the event that (a) Merchant fails to take delivery of the Goods within 30 days from the first date the Goods are available for collection pursuant to Clause 20.2, or (b) Carrier reasonably considers that there is any breach by Merchant of any of Merchant's warranties or undertakings contained herein including without limitation those in Clauses 12, 13, 14 or (c) in the sole opinion of Carrier the Goods are likely to deteriorate, decay, or become worthless or cause any danger to the Vessel or other goods or property or any person or incur charges, or the Goods cannot safely or properly be carried or carried further at all or without incurring additional expenses THEN Carrier may (but without obligation) at any time (in its sole discretion and without liability and notice to Merchant or requiring any Court order) sell (by private treaty or public auction) or otherwise dispose of or</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 13-25 (Continued)</u></p> <p>abandon or store the Goods ashore or afloat, under cover or in the open, at any place at the sole risk and expense of Merchant, and apply any proceeds of sale in reduction of the sums due to Carrier from Merchant under this Bill of Lading. Upon such sale, disposal, abandonment or storage, the Goods shall be deemed duly delivered to Merchant under this Bill of Lading.</p> <p>Merchant shall indemnify Carrier from and against all Liabilities incurred by Carrier in relation to such sale, disposal, abandonment, and storage.</p> <p>20. NOTIFICATION AND DELIVERY</p> <p>20.1. Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of Carrier. Failure to give such notification shall not subject Carrier to any liability nor relieve Merchant of any obligation hereunder.</p> <p>20.2. Merchant shall take delivery of the Goods (notwithstanding any loss or damage or any other matter whatsoever) within the time and at the place for collection provided in Carrier's applicable Tariffs, or otherwise notified to Merchant or the Notify Party named on the front hereof. Without prejudice to Carrier's other Rights and Defences, if Merchant fails to take delivery of the Goods within the prescribed time at the prescribed place, the Goods shall be deemed to have been duly delivered to Merchant under this Bill of Lading upon expiration of such time.</p> <p>20.3. If in accordance with the applicable custom or practice or law or regulation or pursuant to orders or instructions of any person having authority given at any stage of Carriage (and whether before or after arrival of the Goods for collection by Merchant), Carrier hands over the Goods into the custody of any government, customs, port or other authority or any other person acting or purporting to act as or on behalf of such government or authority, such hand-over shall be deemed to be due delivery of Goods to Merchant under this Bill of Lading.</p> <p>20.4. Upon delivery or deemed delivery of the Goods to Merchant (or persons authorized by it) all liabilities of Carrier in respect of the Goods shall cease absolutely and immediately (but without prejudice to its other Rights and Defences including without limitation its right to any lien) and all costs and expenses incurred thereafter (if paid or payable by Carrier or its agents or Sub-Contractors) shall upon demand be paid by Merchant to</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 13-25 (Continued)</u></p> <p>Carrier.</p> <p>20.5. In the event that Carrier, in its entire discretion, agrees at the request of Merchant to deliver the Goods at a port of discharge or a place of delivery other than the Port of Discharge or Place of Delivery identified overleaf, Carrier shall act only as the agent of Merchant in arranging for the delivery of the Goods to the revised port of discharge or the revised place of delivery, and shall be under no liability whatsoever arising from such revised carriage.</p> <p>20.6. Except where wilful misconduct of Carrier is proven, Carrier shall not be liable whatsoever for delivering or releasing the Goods to any person presenting any forged or fraudulent document purporting to be an original of this Bill of Lading or other original document entitling such person to the delivery or possession of the Goods.</p> <p>20.7. When collection or delivery takes place at Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and: (a.) Carrier shall not be obligated to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility of Merchant at its own risk and expense. (b.) any assistance which Carrier may give on any matters within the responsibility of Merchant shall be given without any liability whatsoever (including without limitation, liability for damage to or loss of the Goods or other property and injury to any persons); all such assistance shall be provided entirely at Merchant's risk and expense.</p> <p>20.8. If a Sub-Contractor in actual or constructive possession of the Goods becomes insolvent or subject to an arrangement with creditors or enters into administration (or equivalent) during the course of the Carriage ("Sub-Contractor Insolvency") then the Carrier will be discharged of any further obligations in respect of the Carriage, including without limitation, completion of the Carriage if the Carrier is unable to obtain repossession of the Goods without paying additional charges to the Sub-Contractor or a third party. The Carrier will have no liability to the Merchant for any losses of what-soever nature and howsoever arising out of a Sub-Contractor Insolvency and the Merchant agrees to pay, and hold the Carrier harmless against, any costs required to obtain repossession of the Goods and completion of the Carriage. For the</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 13-25 (Continued)</u></p> <p>avoidance of doubt, the Carrier will always be entitled to receive in full the Freight agreed for the full performance of the Carriage notwithstanding its non-completion owing to Sub-Contractor Insolvency.</p> <p>21. GENERAL AVERAGE</p> <p>21.1. Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1994 at any place at the option of Carrier. The New Jason Clause as approved by BIMCO (obtainable from Carrier upon request) is deemed incorporated herein. General Average on a vessel not operated by Carrier shall be adjusted according to the requirements of the operator of that vessel.</p> <p>21.2. Merchant shall indemnify Carrier in respect of any claims of a General Average nature which may be made against it and shall provide such cash deposit or security as Carrier may consider sufficient to cover the estimated General Average contribution of the Goods and any salvage and special charges thereon. Such deposit or security shall, if so required by Carrier, be provided to Carrier prior to delivery of the Goods.</p> <p>21.3. Carrier shall be under no obligation to take any steps whatsoever to exercise any lien or collect or procure any security for General Average contribution due to Merchant.</p> <p>22. CARRIER'S TARIFFS, FREIGHT AND CHARGES</p> <p>22.1. The provisions of Carrier's applicable Tariffs, which can be found at www.dbo.international, are incorporated herein. Particular attention is drawn to the provisions therein relating to free storage time and to container and vehicle demurrage.</p> <p>Copies of the Tariffs are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariffs, this Bill of Lading shall prevail.</p> <p>22.2. Quotations as to Freight, rates of duty, insurance premiums or other charges or fees given by Carrier are for information only and are subject to changes without notice and shall not under any circumstances be binding upon Carrier.</p> <p>22. 3. All Freight shall be paid at or within the time stipulated in Carrier's applicable Tariffs and in any event before delivery of the Goods. Payment shall be made in the currency named in this Bill of Lading, or, at the option of Carrier in another currency specified by Carrier. Interest at the rate of 12% per annum shall be payable on any</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 13-25 (Continued)</u></p> <p>overdue amount from the date when payment is due until payment in full. All costs and expenses incurred by or on behalf of Carrier in the recovery of any moneys due from Merchant including legal costs, recovery or collection fees and expenses shall be recoverable from Merchant as a debt.</p> <p>22. 4. All persons coming within the definition of Merchant shall be jointly and severally liable for all Freight, and other moneys payable by any Merchant including all advances made by Carrier in Carrier's own discretion and additional or return Freight on the Goods if they are refused export or import by any government body or authority or for any reason whatsoever.</p> <p>22. 5. Freight shall be deemed fully earned on receipt of the Goods by or on behalf of Carrier (whether Freight is stated on the face of the Bill of Lading as being prepaid or to be collected at destination) and shall be non-returnable. All sums payable to Carrier shall be paid in full without set- off, deduction or counterclaim of whatsoever nature and howsoever arising.</p> <p>22.6. Freight is calculated based on particulars furnished by or for Merchant. Carrier shall be entitled to require Merchant to produce commercial invoice for the Goods or other evidence of their value and to inspect, re-weigh, re-measure and revalue the Goods. If the particulars furnished are found to be incorrect, then without prejudice to Carrier's other Rights and Defences, Merchant shall pay Carrier the correct Freight (less any Freight actually paid). All costs and expenses incurred by Carrier in establishing the correct particulars shall be recoverable from Merchant as a debt. Merchant shall indemnify Carrier for Liabilities incurred by Carrier by reason of having relied or acted on the incorrect particulars (including without limitation any Liabilities incurred towards any Sub-Contractor).</p> <p>22.7. Notwithstanding any of the other sub-clauses contained in this Clause 22, for U.S. Carriage, Carrier may opt to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. Carrier's Rules Tariff are provided free of charge to Ship-per at www.dbo.international.</p> <p>23. LIEN</p> <p>23. 1. Carrier shall have a general lien on the Goods (and documents relating thereto) and any other property belonging to Merchant, directly or indirectly in Carrier's</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 13-25 (Continued)</u></p> <p>possession, custody, or control or en route, for all monies due to Carrier and/or Carrier Group from Merchant under this contract or any other contract. Carrier may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all Freight earned, General Average contributions, all charges, expenses, and advances of whatsoever nature due to Carrier and/or Carrier Group and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Merchant (whether in respect of the Carriage herein or otherwise).</p> <p>23.2. Carrier shall be entitled to sell (at any time and at any place) at the costs of Merchant the Goods and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Merchant and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Carrier and/or Carrier Group. Carrier and/or Carrier Group shall be entitled to claim the difference against Merchant if the (net) sale proceeds do not discharge in full the amount due from Merchant. Carrier's lien shall survive delivery or deemed delivery of the Goods.</p> <p>24. BOTH-TO-BLAME COLLISION</p> <p>24. 1. The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from Carrier or its agent upon request are incorporated herein.</p> <p>25. FORCE MAJEURE</p> <p>25.1. Without prejudice to any rights or privileges of the Carriers under covering Bill of Lading, dock receipts or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbour disturbances, widespread electrical power failures effecting port operations, Acts of God including earthquakes, extreme weather conditions or other natural catastrophes, 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 of Carriage, or to route shipments by any other means of transportation whether by all-water, air-water or land-water in accordance with rates, charges,</p>		
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<p><u>RULE 8-020: BILLS OF LADING: TERMS 13-25 (Continued)</u></p> <p>rules and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to bill of lading provisions set forth in the governing bill of lading tariff that are applicable to actual routing of the cargo.</p>		
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<p>RULE 9: Freight Forwarder Compensation</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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"> 1) The coordination of the movement of the cargo to shipside 2) The preparation and processing of the ocean Bill of Lading 3) The preparation and processing of dock receipts or delivery orders 4) The preparation and processing of consular documents or export declarations 5) The payment of the ocean freight charges on the cargo <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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Not applicable.</p>		
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<p><u>RULE 11: Minimum Quantity Rates</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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></p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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 USD 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 14: Co-Loading in Foreign Commerce</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 16: Hazardous Cargo</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Not Applicable.</p>		
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<div> <div>RULE 18: Returned Cargo in Foreign Commerce</div> <div> <div>Effective: 14Jan2022 Thru:</div> <div>Expires:</div> <div>Publish 14Jan2022 Amend: I</div> </div> <div>Not Applicable.</div> </div>		
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<p><u>RULE 19: Shippers Requests in Foreign Commerce</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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></p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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"> 1. Where an error has been made by the dock in calculation of measurements. 2. Against re-measurement at port of loading prior to vessel's departure. 3. Against re-measurement by vessel's agent at destination. 4. By joint re-measurement of vessel's agent and consignee. 5. By re-measurement of a marine surveyor when requested by vessel's agent. 6. Re-measurement fees and cable expenses in all cases to be paid by party at fault. <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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 23: Carrier Terminal Rules and Charges</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: IC</p> <p>A. Bonding of NVOCC</p> <ol style="list-style-type: none"> 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. Bond No.: 2021130297 Issued By: AMERICAN ALTERNATIVE INSURANCE CORPORATION 555 COLLEGE ROAD EAST P.O. BOX 5241 PRINCETON, NJ 08543 <p>B. Agent for Service</p> <ol style="list-style-type: none"> Carrier's legal agent for the service of judicial and administrative process, including subpoenas is: DISTRIBUTION-PUBLICATIONS, INC. 1999 HARRISON STREET, SUITE 650 OAKLAND, CA 94612 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. 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. 		
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<p>RULE 25: Certification of Shipper Status in Foreign Commerce</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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></p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Time-Volume Rates (TVR) are subject to the following conditions:</p> <ol style="list-style-type: none"> 1. Offering Period - TVR are offered for the period shown in the individual TVR. 2. Commodity is as shown in the individual TVR. 3. Minimum Volume - The minimum volume is as shown in the individual TVR. 4. 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. <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"> 5. Ports/Points - TVR apply only from/to specific ports/points shown in the individual TVR. 6. Except as specifically provided in the individual TVR, all rules, regulations, conditions and charges in this tariff are applicable to TVR's. 7. 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. 8. Shipments shall be counted toward only one (1) TVR. 9. 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. 		
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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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 28: Definitions</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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 LUINA SAILING LINES LIMITED, a Non-Vessel Operating Common Carrier (NVOCC) registered with the U.S. Federal Maritime Commission under FMC Organization No. 030710.</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: 14Jan2022 Thru: Expires: Publish 14Jan2022 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&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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RULE 29: ABBREVIATIONS, CODES AND SYMBOLS (Continued)		
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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<u>RULE 29: ABBREVIATIONS, CODES AND SYMBOLS (Continued)</u>		
<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>		
4. CHINA PROVINCE ABBREVIATIONS		
<p>AH CN-AH - Anhui Province BJ CN-BJ - Beijing Municipality CQ CN-CQ - Chongqing Municipality FJ CN-FJ - Fujian Province GD CN-GD - Guangdong Province GS CN-GS - Gansu Province GX CN-GX - Guangxi Zhuang Autonomous Region GZ CN-GZ - Guizhou Province HA (HEN) CN-HA - Henan Province HB (HUB) CN-HB - Hubei Province HE (HEB) CN-HE - Hebei Province HI CN-HI - Hainan Province HK CN-HK - Hong Kong Special Administrative Region HL CN-HL - Heilongjiang Province HN (HUN) CN-HN - Hunan Province JL CN-JL - Jilin Province JS CN-JS - Jiangsu Province JX CN-JX - Jiangxi Province LN CN-LN - Liaoning Province MO CN-MO - Macau Special Administrative Region NM CN-NM - Inner Mongolia Autonomous Region NX CN-NX - Ningxia Hui Autonomous Region QH CN-QH - Qinghai Province SC CN-SC - Sichuan Province SD CN-SD - Shandong Province SH CN-SH - Shanghai Municipality SN (SAA) CN-SN - Shaanxi Province SX (SAX) CN-SX - Shanxi Province TJ CN-TJ - Tianjin Municipality TW CN-TW - Taiwan Province XJ CN-XJ - Xinjiang Uyghur Autonomous Region XZ CN-XZ - Tibet Autonomous Region</p>		
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<p><u>RULE 29: ABBREVIATIONS, CODES AND SYMBOLS (Continued)</u></p> <p>YN CN-YN - Yunnan Province ZJ CN-ZJ - Zhejiang Province</p>		
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<p><u>RULE 30: Access to Tariff Information</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 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: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 32: RESERVED</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 33: Project Rates</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 34: Terminal Tariffs</u> Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 35: NEGOTIATED RATE ARRANGEMENTS (NRA)</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <ol style="list-style-type: none"> 1. Carrier may, in lieu of publishing a tariff rate, enter into an NVOCC Negotiated Rate Arrangement ("NRA") with any NRA Shipper. The NRA shall contain the following elements: <ol style="list-style-type: none"> (a) be in writing; (b) contain the legal name of the parties; and contain the names of the representatives of the parties agreeing to the NRA; (c) be agreed to by both NRA Shipper and NVOCC, prior to the date on which the cargo is received by the Carrier or its agent (including originating carriers in the case of through transportation); (d) clearly specify the rate and the shipment or shipments to which such rate will apply; and (e) may be amended after the time the initial shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation), however, such amendments will apply only prospectively to shipments not yet received by the Carrier. 2. Carrier may assign each NRA a unique NRA number. 3. Carrier shall maintain records of each NRA in Accordance with FMC Regulations, 46 CFR 532.7. 4. Carrier's governing rules tariff is provided to shippers at www.dpiusa.com in compliance with FMC Regulations as provided in 46 CFR 532.7. 5. An NRA shall always take precedence over a tariff rate for the same commodity. 6. 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, except when NRAs note third-party surcharges which will apply on a pass-through basis. 		
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<p><u>RULE 35: NEGOTIATED RATE ARRANGEMENTS (NRA) (Continued)</u></p> <p>7. NRAs proposed by or entered into by Carrier with an NRA Shipper shall contain a confidentiality clause that reads as follows:</p> <p>The NRA Shipper and Carrier agree that the NRA 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 result from such breach of confidentiality.</p> <p>8. NRA Shipper's agreement to Carrier's NRAs may be provided by a signed agreement or via e-mail indicating acceptance of the NRA terms, or when NRA Shipper books a shipment after receiving the NRA terms from the Carrier and the following text in bold font and all uppercase letters is provided in the NRA:</p> <p>"THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT. "</p>		
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<p>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA)</p> <p>Effective: 14Jan2022 Thru: Expires: Publish 14Jan2022 Amend: I</p> <p>1. Applicability. This Rule applies to all NVOCC Service Arrangements (as hereinafter defined, "NSA") entered into by Carrier in accordance with 46 C.F.R. § 531 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 as published in accordance with Federal Maritime Commission ("FMC") regulations.</p> <p>This rule provides the prominent notice of Carrier's decision to utilize NSAs for certain shipments wherein it has offered an NSA and Shipper has duly accepted such NSA in writing prior to cargo movement.</p> <p>Except as otherwise expressly agreed in the NSA, all compensation, assessorials, surcharges, arbitraries 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. § 531.3 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</p>		
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>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 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. Minimum Quantity Commitment (MQC). 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 USD 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 the terms of which, when referred to 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> <p>(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</p> <p>(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 Shipper.</p>		
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<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 After the parties have signed this NSA 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 & 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 & 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 liable for the due performance of its obligations under this NSA.</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>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 shall be handled in accordance Carrier's bill of lading and the Carriage of Goods by Sea Act, Carrier shall indemnify,</p>		
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>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 provision shall automatically be amended to conform to that which is enforceable under the law. In any event, the</p>		
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>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 (save for a dispute arising from or in connection with general average) shall be referred to arbitration in New</p>		
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>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> <ul style="list-style-type: none"> (a) Required by law or legal process to be disclosed; (b) Incorporated herein by reference from a published tariff; (c) Disclosed to any person participating with the 		
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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>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> <p>15. Carrier's governing rules tariff is provided to Shippers at www.dpiusa.com in compliance with FMC regulations as provided in 46 CFR 531.4.</p> <p>+++</p>		
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<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 > symbol.</p>					
TRI	Rate	RBasis	Size & Type	Effective Thru	Expires Publish Amend
Commodity: 0000-00-0000 CARGO, N.O.S.					
				14Jan2022	14Jan2022 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		14Jan2022	14Jan2022 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		14Jan2022	14Jan2022 I
Services: OO,SS,SY,YS,YY					
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