

**I.T.N CONSOLIDATORS, INC.**  
**ORIGINAL TITLE PAGE**  
**TARIFF NO. 08**  
**FMC 011870**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> C
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

## TITLE PAGE

Tariff No. 08  
Governing Rules Tariff

Naming Rules, Regulations and Commodity Rates Applicable on cargo moving

BETWEEN  
U.S. PORTS AND POINTS  
(AS SPECIFIED IN RULE 1)  
AND  
WORLD PORTS AND POINTS  
(AS SPECIFIED IN RULE 1-A)

**ITN CONSOLIDATORS, INC.** is a Non-Vessel Operating Common Carrier (NVOCC) licensed with the Federal Maritime Commission (FMC) operating under FMC number 011870.

#### NOTICE TO TARIFF USERS

**Carrier reserves the right to utilize Negotiated Rate Arrangement (NRA) in lieu of tariff rate filing in accordance with regulations of the FMC where permitted or applicable as per 46CFR520 & 532. The writings provided in the Carrier's rate quotes, rate sheets, rate matrices, and/or email exchanges between the Carrier and the Shipper cumulatively contain an offer(s) by Carrier pursuant to 46CFR532.6. Acceptance of the quotation shall become binding after receipt of the cargo by Carrier or its agent (or originating carrier in the case of through transportation). If the terms and conditions contained in the aforementioned document(s) do not reflect Shipper's understanding, Shipper must notify Carrier immediately. Carrier Rules Tariff, provided free of charge at [www.itnworldwide.com](http://www.itnworldwide.com) contains the terms and conditions which are further applicable to the shipment.**

This tariff No. 08 replaces in its entirety tariff no 07, which will continue to be published in compliance with regulations of the U.S. Federal Maritime commission for a period of 2 years. Tariff 07 will remain published for historical content on the Internet web site of ITN CONSOLIDATORS, INC, located at [www.itnworldwide.com](http://www.itnworldwide.com).

9/2/14

ITN Consolidators Inc, will operate and issue bills of lading under the trade name iTN Worldwide effective September 2014.

Tariff No. 08 Published by:  
ITN Consolidators Inc.  
4500 NW 36th St.  
Miami, FL, 33166  
Publishing Officer: Hilda Negron  
Email: [Hnegron@itnworldwide.com](mailto:Hnegron@itnworldwide.com)  
Tel: 786-437-7645  
Fax: 786-437-7688

**Tariff Details**  
**Amendment No: 1**

Tariff Number: 08  
Tariff Title: **ITN WORLDWIDE TARIFF**  
Effective: 30AUG2018  
Thru: None  
Expires: None  
Publish: 05/21/2018  
Amendment Type: I  
Original Issue: 16APRIL2018  
Tariff Type: Governing Rules tariff  
Certification: All information contained in this tariff is true, accurate and no unlawful alterations will be permitted

**Organization Information**  
**Amendment No: 1**

Number: 011870  
Name: **ITN CONSOLIDATORS, INC.**  
Trade Name: iTN Worldwide  
Type: Non-Vessel Operating Common Carrier  
Headquarter Country: USA  
Home Office: 4500 NW 36th St,  
Miami, FL 33166  
Phone: 786-437-7699  
FAX: 786-437-7688  
EMail: [hnegron@itnworldwide.com](mailto:hnegron@itnworldwide.com)

**Table of Content**

Amendment No: 0

<b>Effective: 30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish: 30AUG2018</b>	<b>Amendment type: 0</b>
Title Page			Rule 3 – Rate applicability	
Tariff Details			Rule 4 – Heavy Lift	
Organization Information			Rule 5 – Extra Length	
Table of Content			Rule 6 – Minimum Bill of Lading	
Rule 1 – Scope			Rule 7 – Payment of Freight Charges	
Rule 1.A – Worldwide Ports and Points			Rule 7-01 – Extension of Credit	
Rule 1.B – Intermodal Service			Rule 8 – Bill of Lading	
Rule 2 – Application of Rates and Charges			Rule 9 – Freight Forwarder Compensation	
Rule 2.A – Application of NRAs			Rule 10 – Surcharges & Arbitraries	
Rule 2.01 – Diversion by Carrier			Rule 10.01 – Bunker Adjustment Factor (BAF)	
Rule 2.02 – Packing Requirements			Rule 10.02 – Peak Season Surcharge (PSS)	
Rule 2.03 – Mixed Commodities			Rule 10.03 – Emergency Fuel Surcharge (EFS)	
Rule 2.04 – Container Capacity			Rule 10.04 – US Inland Arbitrary Surcharge (IAS)	
Rule 2.05 – Shipper Furnished Container			Rule 10.05 – Hazardous Cargo Surcharge (HCS)	
Rule 2.06 – Measurement and Weight			Rule 10.06 – South Florida Drayage	
Rule 2.07 – Overweight Containers			Rule 10.07 – Clean Truck and Pier Pass Fee’s	
Rule 2-08 – Shipper’s Load & Count			Rule 10.08 – Bahamas Security Surcharge (BSS)	
Rule 2-09 – Diversion by Shipper or Consignee			Rule 10.09 – Tug Service Surcharge (TSS)	
Rule 2.10 – Mixed Shipments			Rule 11 – Minimum Quantity Rate	
Rule 2-11 – Restricted Articles			Rule 12 – Ad Valorem Rates	
Rule 2-12 – Freight All Kinds			Rule 13 – Transshipment	
Rule 2.13 - Alternate Rate Service Levels			Rule 14 – Co-Loading	
Rule 2.14 - Alternate Rate Service: Carrier Specific			Rule 15 – Open Rates	
Rule 2.15 – Submission of Cargo Declaration Data			Rule 16 – Hazardous Cargo	
Rule 2.16 – U.S. Customs Related Charges			Rule 17 – Green Salted Hides in Foreign Commerce	
Rule 2.17 – FDA Prior Notice			Rule 18 – Returned Cargo in Foreign Commerce	
Rule 2.18 – Barrel Rates			Rule 19 – Shippers Request or Complaints	
Rule 2.19 - Consolidation Service			Rule 20 – Overcharge Claims	
Rule 2.20 – Cargo Roll-Over			Rule 21 – Use of Carrier Equipment	
Rule 2.21 – Free Time Detention/Demurrage/Storage			Rule 22 – Automobiles	
Rule 2.22 – BL Processing Fee			Rule 23 – Carrier Terminal Rules and Charges	
Rule 2.23 – Documentation Fee			Rule 24 – NVOCC Bond and Process Agent	
Rule 2.24 – IMO Preparation fee			Rule 25 – Certification of Shippers Status	
Rule 2.25 – Vehicle Export validation			Rule 26 – Time Volume Rates in Foreign Commerce	
Rule 2.26 – Preparation of Caricom			Rule 27 – Loyalty Contracts in Foreign Commerce	
Rule 2.27 – Documentation Correction fee			Rule 28 – Definitions	
Rule 2.28 – AMS Charges			Rule 29 – Abbreviations, Codes & Symbols	
Rule 2.29 – AES USA Export Shipments			Rule 30 – Access to Tariff Information	
Rule 2.30 – Container Loading			Rule 31-200 – Reserved for Future Use	
Rule 2.31 – Insurance			Rule 201 – NVOCC Service Arrangements (NSA)	

**Rule 01 Scope****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Rules, regulations and rates published herein apply between United States East Coast(USEC), Gulf Coast(USGC), West Coast(USWC) 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 Rate Items (TRI's) of this tariff:

US East Coast Ports (USEC)	US Gulf Ports (USGC)	US West Coast Ports (USWC)
<b>BOS</b> - Boston, MA	<b>GLS</b> - Galveston, TX	<b>SEA</b> - Seattle, WA
<b>NYC</b> - New York, NY	<b>HOU</b> - Houston, TX	<b>TIW</b> - Tacoma, WA
<b>EWR</b> - Newark, NJ	<b>MSY</b> - New Orleans, LA	<b>PDX</b> - Portland, OR
<b>PPS</b> - Pennsauken, NJ	<b>GPT</b> - Gulfport, MS	<b>OAK</b> - Oakland, CA
<b>PHL</b> - Philadelphia, PA	<b>MOB</b> - Mobile, AL	<b>SFO</b> - San Francisco, CA
<b>BAL</b> - Baltimore, MD	<b>TPA</b> - Tampa, FL	<b>LGB</b> - Long Beach, CA
<b>ORF</b> - Norfolk VA	<b>PME</b> - Port Manatee, FL	<b>LAX</b> - Los Angeles, CA
<b>ILM</b> - Wilmington, NC		<b>NTD</b> - Port Hueneme, CA
<b>CHS</b> - Charleston, SC		
<b>SAV</b> - Savannah, GA		
<b>SSI</b> - Brunswick, GA		
<b>JAX</b> - Jacksonville, FL		
<b>PBI</b> - West Palm Beach		
<b>PEF</b> - Port Everglades, FL		
<b>MIA</b> - Miami, FL		

**SUBSTITUTED SERVICE AND INTERMODAL SERVICE****A. SUBSTITUTED SERVICE**

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 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.

**B. INTERMODAL SERVICE**

Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service. Intermodal Rates will be shown as single-factor through rates as specified in individual TRI's. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading. Intermodal rates will apply via USEC, USGULF or USWC ports as specified in the individual tariff Rate items of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

**Rule 01.A Worldwide Ports and Points****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Except as otherwise provided, this tariff provides charges and rules applying between USA Ports and Points and World Ports and Points named herein. Inland Points apply via Base Port Groups as shown below. USA Ports are shown in Rule 1.

NRA's apply to and from Ports and inland Points named herein via Base Port groups.

NRA's also apply to/from Ports and inland Points named in the individual NRA.

**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 Russian Federation. Rates to/from inland points apply via the Northeast Asia Base Port Groups, ( NEASIABP), defined as:

**BASE PORTS**

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  
 Keelung (Chilung), Kaohsiung, TAIWAN (REPUBLIC OF CHINA)  
 Vostochny, RUSSIAN FEDERATION

## **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:

### **BASE PORTS**

Jakarta, INDONESIA  
Port Kelang, George Town, MALAYSIA  
Cebu, Manila, PHILIPPINES  
Singapore, SINGAPORE  
Bangkok, THAILAND

## **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:

### **BASE PORTS**

Chittagong, BANGLADESH  
Bombay, Calcutta, Madras, INDIA  
Karachi, PAKISTAN  
Colombo, SRI LANKA

## **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, Western Samoa. Rates to/from inland points apply via the Australia, New Zealand, Oceania Base Port Group (ANZOCEANIABP), defined as:

### **BASE PORTS**

Adelaide, Brisbane, Freemantle, Melbourne, Sydney, AUSTRALIA  
Auckland, Christchurch, Lyttleton, Wellington, NEW ZEALAND  
Suva, FIJI  
Papeete, FRENCH POLYNESIA  
Noumea, NEW CALEDONIA  
Lae, Port Moresby, PAPUA NEW GUINEA  
Honiara, SOLOMON ISLANDS  
Nukualofa, TONGA  
Port Vila, VANUATU  
Spia, WESTERN SAMOA

## **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:

### **BASE PORTS**

Bahrain, BAHRAIN  
Bandar Abbas, Bandare Khomeyni, IRAN  
Aqaba, JORDAN  
Mina Qabus (Muscat), OMAN  
Ad Dawhah (Doha), QATAR  
Damman and Jeddah, SAUDI ARABIA  
Abu Zaby (Abu Dhabi), Dubayy (Dubai), Fujeirah, Jabal Ali (Jebel Ali), UNITED ARAB EMIRATES  
Hodeidah, YEMEN

## **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.

**BASE PORTS****(EAST AND SOUTH AFRICA):**

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

**(WEST AFRICA)**

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, ZAIRE

**7. Mediterranean (MED):**

Rates apply to/from ports and 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, Yugoslavia (including Bosnia-Herzegovina, Croatia, Macedonia, Slovakia). Rates to/from inland points apply via the Mediterranean Base Ports Group (MEDBP), defined as:

**BASE PORTS**

Alger (Algiers), ALGERIA  
Ponta Delgada, AZORES (Portugal)  
Las Palmas, Tenerife, CANARY ISLANDS (Spain)  
Lemosos (Limassol), CYPRUS  
Al Iskandariyah (Alexandria), Bur Sa Id (Port Said), EGYPT  
Marseilles, FRANCE  
Piraeus (Pireaus), Thessaloniki (Solonika), GREECE  
Ashdod, Hefa, ISRAEL  
Genova (Genoa), Livorno (Leghorn), ITALY  
Bayrut (Beirut), LEBANON  
Funchal, MADEIRA ISLANDS (Portugal)  
Valletta, MALTA  
Casablanca, Rabat, Tangier, MOROCCO  
Leixoes, Lisboa, Oporto, PORTUGAL  
Barcelona, Bilbao, Valencia, SPAIN  
Al Ladhqiyyah (Latakia), SYRIA  
Sfax, Tunis, TUNISIA  
Mersin, Izmir, Istanbul, TURKEY  
Dubrovnik, Koper, Split, YUGOSLAVIA

**8. Northern Europe (NEUROPE):**

Rates apply to/from ports and points in the following countries: Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Greenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Sweden, Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Union of Soviet Socialist Republics (including Armenia, Azerbaijan, Belorussia, 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:

**BASE PORTS**

Antwerp, BELGIUM  
Varna, BULGARIA  
Aarhus, Copenhagen, DENMARK  
Helsinki, Kotka, Turku, FINLAND  
Le Havre, FRANCE  
Bremen, Bremerhaven, Hamburg, GERMANY  
Baile Atha Cliath (Dublin), Cork, Galway, Waterford, IRELAND (EIRE)  
Amsterdam, Rotterdam, NETHERLANDS  
Bergen, Oslo, Stavanger, NORWAY  
Gdansk, Gdynia, POLAND  
Costanta, ROMANIA  
Goteborg, Malmo, Stockholm, SWEDEN  
Riga, LATVIA  
Tallinn, ESTONIA  
Leningrad, St. Petersburg, Klaipeda, RUSSIAN FEDERATION  
Belfast, Felixstowe, Glasgow, Grangemouth, Liverpool, London, Southampton, UNITED KINGDOM

**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:

**BASE PORTS (CANADABP)**

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

**BASE PORTS (MEXICOBP)/GULF**

Tampico, Altamira, Veracruz, Progreso, Puerto Morelos, MEXICO

**BASE PORTS (MEXICOBP)/PACIFIC**

Lazaro Cardenas, Manzanillo, Salina Cruz, MEXICO

**10. Central America (CAMERICABP):**

Rates apply to/from ports and points in the following Central American Countries: Belize, Costa Rico, El Salvador Guatemala, Honduras, Nicaragua, Panama. Rates to/from inland points apply the Central America Base Port Group (CAMERICABP), defined as:

**BASE PORTS (GULF)**

Belize City, BELIZE  
Puerto Limon, Puerto Calderas, Puntarenas, COSTA RICA  
San Jose, Santo Tomas de Castilla, GUATEMALA  
Puerto Henecan, Puerto Cortes, HONDURAS  
Managua, NICARAGUA  
Cristobal, Colon, Manzanillo, Panama City, PANAMA

**BASE PORTS (PACIFIC)**

Puerto Calderas, Puntarenas, COSTA RICA  
Acajutla, EL SALVADOR  
Corinto, NICARAGUA  
Balboa, Panama City, PANAMA

**11. Caribbean Islands (CARIBBEAN):**

Rates apply to/from 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:

**BASE PORTS**

St. Johns, ANTIGUA AND BARBUDA

Oranjestad, ARUBA (Netherlands Antilles)  
 Freeport, Nassau, BAHAMAS  
 Bridgetown, BARBADOS  
 Hamilton, BERMUDA  
 Kralendijk (Bonaire), NETHERLANDS ANTILLES  
 Tortola, BRITISH VIRGIN ISLANDS  
 Georgetown, CAYMAN ISLANDS  
 Willemstad, CURACAO (Netherlands Antilles)  
 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, MONTSERRAT  
 Basseterre, ST KITTS/NEVIS  
 Castries, ST. LUCIA  
 Kingstown, ST. VINCENT AND THE GRENADINES  
 Grand Turk Island, TURKS AND CAICOS ISLANDS  
 Port of Spain, TRINIDAD

**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:

**BASE PORTS**

Buenos Aires, ARGENTINA  
 Fortaleza, Santos, Sao Paulo, Rio de Janeiro, Porto Alegre, Rio Grande, BRAZIL  
 Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas, Talcahuano, Tocopilla, San Antonio, Valparaiso, CHILE  
 Barranquilla, Buenaventura, Cartagena, Santa Marta, COLOMBIA  
 Guayaquil, ECUADOR  
 (c) Degrad des Cannes, Cayenne, FRENCH GUIANA  
 Georgetown, GUYANA  
 Asuncion, PARAGUAY  
 Callao, PERU  
 Paramaribo, SURINAME  
 Montevideo, URUGUAY  
 La Guaira, Maracaibo, Puerto Cabello, Guanta, Guaranao, VENEZUELA

Rates also apply to/from ports and inland points named in the individual tariff items (TRI's) of this tariff.

<b>Rule 01.B Intermodal Service</b>				
<b>Amendment No: 0</b>				
<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O

Intermodal through rates apply from and to points in the U.S. States listed below only as specified in individual tariff Rate items.

1. U.S. IPI origin and destination states, and grouping:

Alabama AL	Nebraska NE
Arizona AZ	Nevada NV
Arkansas AR	North Carolina NC
California CA	North Dakota ND
Colorado CO	New Hampshire NH
Connecticut CT	New Jersey NJ
Delaware DE	New Mexico NM
Florida FL	New York NY
Georgia GA	Ohio OH
Idaho ID	Oregon OR
Illinois IL	Oklahoma OK
Indiana IN	Pennsylvania PA
Iowa IA	Rhode Island RI
Kansas KS	South Carolina SC
Kentucky KY	South Dakota SD

Louisiana LA	Tennessee TN
Maine ME	Texas TX
Maryland MD	Utah UT
Massachusetts MA	Vermont VT
Michigan MI	Virginia VA
Minnesota MN	Washington WA
Mississippi MS	West Virginia WV
Missouri MO	Wisconsin WI
Montana MT	Wyoming WY

## Rule 02 Application of Rates and Charges

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

1. Rates published in this Tariff are stated in terms of U.S. Currency and apply as listed in item 1a, 1b & 1c , 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. 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. Rates indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
  - a. Rates are applied on a per 50 Lbs. (W) or 1 Cft (M), to/from the following destinations: All Caribbean based ports (CARIBBEANBP) and the following South American based ports (SAMERICABP); ports in French Guiana, Suriname and Guyana
  - b. Rates are applied on a per 500 Kgs. (W) or 1 Cubic Meter (M), To/from all Central America base port group (CAMERICABP) and for U.S. Inland Arbitrary Rule 10.03
  - c. Rates are applied on a per 1,000 Kgs. (W) or 1 Cubic Meter (M), To/from the following base port groups: All World ports and points except as specified in 1a & 1b above.

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. Exception: Rates from the United States to foreign countries do not include Destination Delivery Charges as assessed by the VOCC or the port/terminal which shall be for the account of the consignee. 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. 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.

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 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.) 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.

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.
4. Rates as published herein do not include Marine Insurance or Consular fee.
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.

Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

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.

7. The rates shown in this Tariff except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
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.
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.
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. Any additional charges promulgated by ocean carriers or other 3rd parties as a result of such named or similar cause, will be passed along for the account of the cargo at cost as such unforeseen charges may arise.
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: Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, N.O.S." rather than Rubber Goods, Textiles, etc.

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.

12. When two or more rates may be applicable to a given shipment and one rate is more specific than the others, the most specific rate shall apply. 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. A rate from/to a specific destination is more specific than a rate to/from a geographic range or zone, Examples: A rate from New York, NY is more specific than a rate from Atlantic and Gulf Base Ports (AGBP). A rate to Yokohama, Japan is more specific than a rate to Japan Base Ports (JBP).
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.

Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

#### 14. TYPES OF SERVICE PROVIDED

**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."

**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."

**CY/D (Y/D)** - "The term CY/D means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, carrier providing inland transportation to the consignee's designated facility, accepted by Consignee at consignee's designated facility, and unpacked at consignee's designated facility by the consignee, all at the risk and expense of the cargo."

**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."

**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."

**CFS/D (S/D)** - "The term CFS/D means cargo delivered to Carrier's CFS to be packed by Carrier into containers, delivered to Carrier's CY, carrier providing inland transportation to the consignee's designated facility, accepted by Consignee at consignee's designated facility, and unpacked at consignee's designated facility by the consignee, all at the risk and expense of the cargo."

**DOOR/CY (D/Y)** - "Door Service pertains to the carrier providing inland transportation from the shipper's designated facilities 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."

**DOOR/CFS (D/S)** - "Door Service pertains to the carrier providing inland transportation from the shipper's designated facilities delivered to Carrier's CY, accepted by Consignee at Carrier's CY 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."

**DOOR/DOOR (D/D)** - "Door Service pertains to the carrier providing inland transportation from the shipper's designated facilities packed by the shipper, carrier providing inland transportation to the consignee's designated facility, accepted by Consignee at consignee's designated facility, and unpacked at consignee's designated facility by the consignee, all at the risk and expense of the cargo."

**DOOR (D)** - "Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities."

**RAMP/CY (R/Y)** - "The term RAMP/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's Ramp, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo."

**RAMP/CFS (R/S)** - "The term RAMP/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's Ramp and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo."

**RAMP/D (R/D)** - "The term RAMP/D means containers packed by Shippers off Carrier's premises, delivered to Carrier's Ramp, carrier providing inland transportation to the consignee's designated facility, accepted by Consignee at consignee's designated facility, and unpacked at consignee's designated facility by the consignee, all at the risk and expense of the cargo."

15. SERVICE OPTIONS:

The following service types are available and pertain to rates contained in this tariff.

**Door (D)**

Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual TRIs or where specified in an Inland Rate Table.

**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.

**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.

**RAMP (R)**

The term Ramp 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. Ramp locations are usually, but not limited to, non-port and or rail locations.

16. ADVANCED CHARGES

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.

<b>Rule 02.A Application of NRA's "Negotiated Rate Arrangements"</b>				
<b>Amendment No: 0</b>				
<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0

1. Carrier may, in lieu of publishing a tariff rate, enter into a Negotiated Rate Arrangement ("NRA") with any NRA Shipper.
2. The NRA shall contain the following elements:
  - (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 common 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 not be modified after the time the initial shipment is received by the carrier or its agent (including originating carriers in the case of through transportation).
  - (f) a unique identifier number cross-referenced to the the Carrier's house bill of lading
3. Carrier will assign each NRA a unique NRA number.
  4. Carrier shall maintain records of each NRA in accordance with FMC Regulations, 46 CFR 532.7.
  5. Carrier's governing rules tariff is provided to shippers at [www.itnworldwide.com](http://www.itnworldwide.com) in compliance with FMC Regulations as provided in 46 CFR 532.7.
  6. An NRA shall always take precedence over a tariff rate for the same commodity.
  7. All rates agreed in an NRA, unless clearly stated to be all-inclusive, shall be subject to surcharges and accessorial as published in Carrier's governing tariff rules. The surcharges and accessorial 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 accessorial shall remain fixed at that level for the period the NRA is in effect.
  8. NRAs proposed by or entered into by Carrier with an NRA Shipper shall contain a confidentiality clause that reads as follows:
    - The NRA shipper and Carrier agree that the shipper's identity, the rates, charges, terms and conditions offered and/or agreed in an NRA shall be kept confidential from any other shipper or carrier. Any breach of this confidentiality agreement may give rise to a cause of action for actual damages proven to result from such breach of confidentiality.

**Rule 02.01                      Diversion by Carrier**  
**Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

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:

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 ports en-route between carrier's discharging terminal and carrier's delivery terminal provided the rates are into 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.

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. 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 would have borne had the shipment cleared through the port originally intended.

**Rule 02.02                      Packing Requirements**  
**Amendment No: 1**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

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.

**Rule 02.03 Mixed Commodities****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

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.

**Rule 02.04 Container Capacity****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

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):

SIZE (IN FEET) INSIDE CUBIC CAPACITY

W H L

8' x 9'6" x 45' 85.94 cbm (3035 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)

B. For Reefer Containers (Subject to Note 1):

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

NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road D.O.T. weight limitation in various States of the U.S.A. In addition, the shipper loaded cargo will not exceed the weight limitation of the individual container.

**Rule 02.05 Shipper Furnished Container****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

In lieu of the carrier furnished containers, shippers may offer cargo for ocean transportation in shipper furnished containers subject to the following provisions: -

- 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.
- B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carrier's vessel prior to loading the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.
- C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.
- D. Shipper furnished containers will be accepted only at loading ports CY and delivered only at destination CY.
- E. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdership of the container offered for shipment.

In addition, shipper furnished container may be subject to additional surcharges.

**Rule 02.06 Measurements and Weight****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Tariff reference to "W" and "M" may signify:

- a. 50 Lbs and 1 cubic foot respectively
- b. 500 kilos and 1 cubic meter respectively
- c. 1,000 kilos and 1 cubic meter 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.

1. All packages will be measured in INCHES and weight in POUNDS.
2. Measurements will be converted to metric where required by destination Country
3. Rounding off- Dimensions  
Where parts of inch occur in dimensions, such parts below 0.5 in. are to be ignored, and those of 0.5 in. and over are to be rounded off to the inch above
4. Calculating Cubic Measurements  
The three dimensions in inches (rounded off in accordance with (3) are to be multiplied together and divided by the number of cubic inches in 1 cubic foot (1728) to produce the cube of one package or piece in cubic feet to three decimals. In case of a single package the decimals are to be rounded off at the third 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. In the case of multiple packages of like dimensions, the cube on one package to three 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.
5. OFFICIAL MEASURERS AND WEIGHERS  
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 at which the shipment was stuffed into the container.
6. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT
  - 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.
  - 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 re-measuring. If such outturn re-weighing, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or miss declared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

**Rule 02.07 Overweight Containers****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

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.

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).

## Rule 02.08 Shipper's Load And Count

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

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 clausued, and:

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

- 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 flat-rack type containers.
- 2) Any discrepancy in count or concealed damage to articles. Except as otherwise provided, shipments destined to more than one port of discharge may not be loaded by the shipper into the same container.

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 at 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.

## Rule 02.09 Diversion of Cargo (By Shipper or Consignee)

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

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:

### A. Definition of Diversion:

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.

### B. Conditions:

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. 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 is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that 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.
5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
6. Diversion charges or administrative charge are payable by the party requesting the diversion.

### C. Charges:

1. A diversion charge of US\$20.00 per revenue ton on the entire shipment plus the actual additional costs

incurred by the carrier to affect the diversion, subject to a minimum charge of US\$100.00 per Bill of Lading.

For cargo rated on a per container basis, or for cargo rated on a per revenue ton basis moving under FCL shipment, the charge will be US\$200.00 per Bill of Lading, subject to a maximum charge of US\$400.00 per container. Where diversion results in additional expenses to the carrier, such additional charges will be for account of the cargo.

2. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination to which diverted in accordance with NRA's or tariffs on file with the FMC.

## **Rule 02.10 Mixed Shipments**

**Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

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.

## **Rule 02.11 Restricted Articles**

**Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Except as otherwise provided, the following articles will not be accepted for transportation:

1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
2. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
3. Ammunition, small arms and high explosive shells.
4. Fireworks of any description.
5. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume novelty jewelry, except where otherwise specifically provided, postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured there from; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
6. Corpses or cremated remains.
7. Animals, birds, fish, livestock.
8. Eggs, viz: Hatching.
9. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
10. Silver articles or ware, sterling.
11. Except as otherwise provided herein or in tariffs making reference hereto, 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 reasonably necessary for protection and safe transportation.
12. 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.
13. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
14. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

**Rule 02.12 Freight All Kinds (FAK)**

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

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.

**Rule 02.13 Alternate Rate Service Levels**

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Different levels of Service are offered by the Carrier, Economy, Regular and Premium. Unless otherwise specified in the individual TRI, TRIs are applicable for Regular Service.

- Regular Service - 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.

**Rule 02.14 Alternate Rate Service: Carrier Specific**

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Different levels of service are offered by the Carrier. Unless otherwise specified in the individual rate item, rates are applicable for "Regular Service."

- a. Regular Service - 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.
- 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.

**Rule 02.15 Submission of Cargo Declaration Data**

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

**A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.**

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.

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.
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').
3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.
4. Internationally recognized hazardous material code when such materials are being shipped.
5. Seal numbers for all seals affixed to the container.

## **B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.**

Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:

### **1. U.S.A. IMPORT SHIPMENTS**

Per ISF 10+2 rule:

All 12 data elements must be submitted 48 hours prior vessel loading on foreign port (port of origin); changes on consolidator or stuffing location can be submitted up to 48 hours prior vessel arrival into US. U.S. Customs and Border Protection (CBP) has just recently announced that it will begin issuing liquidated damages (penalties of \$5,000 for each violation; up to \$10,000 per shipment) for non-compliant ISF filings.

**LATE ISF:** \$5,000 penalty if the ISF is not filed at least 48 hours prior to lading aboard a vessel destined to the USA. This includes untimely filing of an ISF update and/or flexible ISF filing.

**INACCURATE ISF:** \$5,000 per inaccurate and/or incomplete ISF filing. This includes missing and/or incorrect AMS bill of lading number representing the lowest level (e.g., HB/L).

**AMENDMENTS:** \$5,000 for inaccurate or late ISF updates including an incorrect update to a flexible ISF filing

### **2. U.S.A. EXPORT SHIPMENTS**

Carrier will require complete and accurate shipping instructions by the DOC DUE BY (Document Due By) date as per carriers sailing schedule or booking document or Rate Confirmation document. If not received by Doc due by (Document Due By) date, cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (rollover fee, handling, demurrage, etc.) will be billed to the Shippers/Owners Account.

U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations. Exporters can review the AES regulations at <http://www.census.gov/foreign-trade/regulations/index.html> Any penalties imposed by CBP will be billed to the Shippers/Owners.

## **C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.**

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.

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.
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.
3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

## **D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.**

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.
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 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.

## **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. A \$500 USD processing fee will also apply. 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.

**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 container-load cargo containing shipments by more than one Shipper.

**G. DOCUMENTATION CHARGES.**

See Rule No. 2-28 for AMS charges to apply.

<b>Rule 02.16 US Customs Related Charges</b>				
<b>Amendment No: 0</b>				
<b>Effective:</b> 30AUG2018	<b>Thru:</b> None	<b>Exp:</b> None	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier. TRIs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo or merchant.

<b>Rule 02.17 FDA Prior Notice</b>				
<b>Amendment No: 0</b>				
<b>Effective:</b> 30AUG2018	<b>Thru:</b> None	<b>Exp:</b> None	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0

**A. Prior Notice and Registration Requirements:**

Pursuant to regulations effective December 12, 2003 (see 21 C.F.R. Parts 1 and 20), the FDA must be provided with notice of food that is imported or offered for import into the United States (i.e., the continental U.S., Alaska, Hawaii and Puerto Rico) by water at least eight (8) hours prior to vessel arrival. The term "food" means: (i) articles used for food or drink for man or other animals; (ii) chewing gum; and (iii) articles used for components of food or chewing gum (see 21 U.S.C. Sec. 321(f)). However, the term does not include meat products, poultry products, and eggs products that are subject to the exclusive jurisdiction of the U.S. Department of Agriculture. In addition to prior notice of food shipments, the new FDA regulations require that U.S. and foreign facilities which are engaged in the manufacturing, processing, packing, or holding of food for consumption in the United States ("subject facilities") register with the FDA.

**B. Responsibility for Prior Notice and Registration:**

It shall be the responsibility of the shipper and/or consignee named in Carrier's bill of lading (hereinafter collectively referred to as the "Cargo Interests"), to ensure that prior notice of any shipment of food (as that term is defined in Paragraph A) imported or offered for import into the U.S. is provided to the FDA in accordance with applicable regulations and that any subject facility (other than a subject facility of Carrier) which has manufactured, processed, packed or held such food shipment has registered with the FDA in accordance with applicable regulations.

**C. Evidence of Compliance:**

With respect to any food shipment for which a prior notice confirmation number ("PN Number") is required to be provided to the Bureau of Customs and Border Protection ("CBP"), FDA, or any other government agency upon arrival, it shall be the responsibility of Cargo Interests to ensure that such PN Number has been provided to the required agencies and other persons prior to vessel arrival. In addition, Cargo Interests shall be required to provide Carrier with the PN Number immediately upon written request of Carrier.

**D. Failure to Comply:**

1. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility to register with the FDA, it is expected that

notice of refusal will be provided to Carrier by the FDA and/or CBP. Carrier will use best efforts to promptly transmit the notice received from the authorities to the Cargo Interests, who shall be responsible for transmitting such notice to any other persons with an interest in the cargo. Carrier shall not be liable for any delay in the transmission of, or failure to transmit, such notice or any consequences thereof.

2. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility (other than a subject facility of Carrier) to register with the FDA, or if it is determined that cargo which should have been refused entry has been permitted to enter the United States, then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and reimburse Carrier (and by booking a shipment with Carrier do thereby agree to indemnify, hold harmless and reimburse Carrier) for any and all costs, expenses, liabilities, damages, or losses incurred by the Carrier as a result of such non-compliance including, but not limited to, costs of complying with orders and directions of FDA and/or CBP, costs for handling and storing cargo, demurrage, subsequent transport of the cargo by any mode of transportation, and fines and penalties. 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, or to defend any action resulting from actions or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also extend to its agents, affiliates, contractors, employees, vessel-sharing partners, slot charterers, vessel owners, and insurers.

**Rule 02.18                      Barrel Rates**  
**Amendment No: 0**

<b>Effective:</b> <b>01AUG2014</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>01AUG2014</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

When cargo is tendered in specific packaging type Barrel for shipments from Individuals and containing their personal effects which can include but are not limited to: groceries, toiletries, toys, tools, consumer goods, etc. the filed rates for that packaging type will apply. If no rate exists for the specific lane, then the appropriate LCL rate will apply.

Barrel rates are offered subject to the following size and weight limitations:

- 1-Barrel's may not exceed 24 x 24 x 44 inches, barrel's exceeding this size will have a 25% additional to the applicable ocean freight.
- 2-Barrel's may not exceed 250 Lbs in weight, barrel's exceeding this weight will have a \$10 flat charge additional applicable on the Arbitrary
  - a-Barrel's originating in Houston, TX (CFS) will apply \$10 per 25 Lbs after the first 250 Lbs.

\*effective Sept 24, 2015 thru October 31<sup>st</sup>, 2015 a 10 % discount will apply on Barrel shipment of 4 or more to Dominica

**Rule 02.19                      Consolidation Service**  
**Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Small Package Service Consolidation fee  
 A \$5 per piece Consolidation fee will apply whenever carrier is requested to ship multiple packages in one shipment per HBL with a \$100 minimum.

**Rule 02.20                      Cargo Roll-Over**  
**Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Carrier will require complete and accurate shipping instructions by the "Document Due By Date" mentioned on the TRI, Booking Confirmation, Rate Confirmation document, or as per sailing schedule. If not received by the "Document Due By date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account.

A Cargo Roll-Over Fee of \$50.00 shall be charged in addition to the Carrier costs as stated herein.

**Rule 02.21 Free Time Detention/Demurrage/Storage****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Goods received at break-bulk terminal, CFS or CY are subject to free time and detention, demurrage, or storage provisions of the appropriate port terminal tariff or ocean common carrier tariff.

LCL shipments at CFS will be provided 30 days free

FCL shipments will apply as per VOCC tariff, all costs associated with the detention or demurrage will be billed to the Shippers/Owners Account.

**Rule 02.22 BL Processing Fee****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Except as otherwise provided in individual TRIs, all LCL and FCL rates in this tariff to/from the Continental United States are SUBJECT to the following Bill of Lading Processing Fee:

To All worldwide destinations:

\$25.00 per BL exp: 8/31/14

\$35.00 per BL eff: 9/1/14 (I)

Exceptions:

To:

Point Lisas and Port of Spain, TRINIDAD

Kingston and Montego Bay, JAMAICA

Rio Haina and Puerto Plata, DOMIICAN REPUBLIC

Will be assessed at \$35.00 per BL

To:

Roseau, DOMINICA

Will be assessed at \$30.00 per BL

To:

Nassau, BAHAMAS

Will be assessed at \$75.00 per BL

**Rule 02.23 Documentation Fee****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Except as otherwise provided in individual TRIs, when carrier is requested to coordinate the export shipment and provide freight forwarding services a documentation fee will apply at the third party cost.

**Rule 02.24 IMO Preparation Fee****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>0</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Except as otherwise provided in individual TRIs, when carrier is requested to coordinate the inspection of Hazmat cargo and issue an IMO Dangerous Goods Declaration Form, an IMO Preparation fee will apply at:

\$100.00 per IMO Dangerous Goods Declaration Form (for 1 UN number)

\$10.00 each additional UN number

\$10.00 per MSDS required when cargo arrives at ITN warehouse and shipper does not supply the required documentation

**Rule 02.25 Vehicle Export Validation****Amendment No: 0**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Except as otherwise provided in individual TRIs, when carrier is requested to coordinate the export of vehicles in order to comply with CBP requirements a 'Vehicle Export Validation fee will apply:

\$50.00 per vehicle exp: 8/31/14

\$75.00 per vehicle eff: 9/1/14 (I)

**Rule 02.26 Preparation of Caricom****Amendment No: 0**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Except as otherwise provided in individual TRIs, when carrier is requested to issue a Caricom invoice a caricom preparation fee will apply:

\$15.00 per Caricom invoice

**Rule 02.27 Documentation Correction fee****Amendment No: 0**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

When carrier is requested to make any changes to the bill of lading after the initial acceptance of the customer and that no error in the emission of said bill of lading is attributable to the carrier a correction fee will apply;

\$50.00 per correction incident

**Rule 02.28 AMS Charges****Amendment No: 0**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

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:

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: Cargo Declaration Data Charge  
US\$25 per bill of lading
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:  
Amendment Fee  
US\$ 40 per correction
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.
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.
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: 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.

6. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill"

### Rule 02.29 AES US Export Shipments

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations. When carrier is requested to file EEI an AES fee will apply:

\$30 per shipment

### Rule 02.30 Container loading

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

When carrier performs container loading at its facility, the following charges will apply:

\$250.00 per 20' container exp: 8/31/14  
\$350.00 per 20' container eff: 9/1/14 (I)  
\$450.00 per 40' container  
\$550.00 per 45' container

### Rule 02.31 Insurance

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

When carrier is requested to insure shipments the following rate will apply;

1% of total C & F value plus 10% exp: 8/31/14  
.65% of total C & F value plus 10% eff: 9/1/14 (R)

### Rule 02.32 Bonded Cargo Validation

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Except as otherwise provided in individual TRIs, when cargo moves in-bond and carrier is required to validate the bonded paperwork at the port of export, the following charge will apply:

Bonded Cargo Validation \$35.00

### Rule 03 Rate Applicability

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

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.

### Rule 04 Heavy Lift

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Not Applicable

**Rule 05 Extra Length**

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

OVERDIMENSIONAL CARGO:

Except as otherwise provided in individual TLIs, all LCL cargo measuring over 10' in length shall be SUBJECT to the following Surcharge:

15% of base ocean freight or \$12.50 per additional foot or fraction over 10', whichever is greater.

THIS RULE APPLIES TO ALL DESTINATIONS

**Rule 06 Minimum Bill of Lading**

Amendment No: 1

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> P, A
--------------------------------	-------------------	------------------	------------------------------	--------------------------------

The minimum charge per Bill of Lading, unless otherwise provided below, shall be the charge for one revenue ton of the commodity being shipped, exclusive of all surcharges or arbitraries

Miami/Port Everglades/West Palm Beach to the destinations included in the table below:

<b>CARIBBEAN</b>	<b>Minimum</b>
ANGUILLA, The Valley	\$195 IR
ANTIGUA, St. John's	\$100
ARUBA, Oranjestad	\$100
BAHAMAS, Freeport	\$195
BAHAMAS, Nassau	\$150 R
BARBADOS, Bridgetown	\$100
BERMUDA, Hamilton	\$275 IR
BONAIRE, Kralendijk	\$275 IR
CURACAO, Willemstad	\$100
DOMINICA, Roseau	\$100 R
DOMINICAN REPUBLIC, Rio Haina	\$100 R
FRENCH GUYANA, Degrad Des Cannes	\$275 IR
GRAND CAYMAN, George Town	\$175 IR
GRENADA, St. Georges	\$100
GUADELOUPE, Pointe a Pitre	\$250
HAITI, Port au Prince	\$200 I
JAMAICA Kingston	\$100
JAMAICA, Montego Bay	\$100
MARTINIQUE, Fort de France	\$250
NEVIS, Charlestown	\$125 IR
PUERTO RICO, San Juan	\$200 I
ST BARTS, Gustavia	\$250 I
ST KITTS, Basseterre	\$100
ST. LUCIA, Castries	\$100
ST. MAARTEN, Philipsburg	\$175 I
ST. THOMAS, Charlotte Amalie	\$175 IR
ST. VINCENT, Kingstown	\$100
TRINIDAD, Port of Spain	\$100
TORTOLA, Roadtown	\$125 IR
TURKS & CAICOS, Providenciales	\$225 IR

<b>CENTRAL AMERICA</b>	<b>Minimum</b>
BELIZE, Belize City	\$145
COSTA RICA, San Jose	\$190 I
EL SALVADOR, San Salvador	\$160
GUATEMALA, Guatemala City	\$145 I
HONDURAS, San Pedro Sula	\$150 I
HONDURAS, Tegucicalpa	\$150
NICARAGUA, Managua	\$155
PANAMA, Panama City	\$145
<b>SOUTH AMERICA</b>	<b>Minimum</b>
ARGENTINA, Buenos Aires	\$70
BRAZIL, Santos	1 Rev Ton
BRAZIL,Paranagua	1 Rev Ton
CHILE, Arica	\$135
CHILE, San Antonio	1 Rev Ton
CHILE, Iquique	\$165
COLOMBIA, Cartagena	1 Rev Ton
COLOMBIA, Barranquilla	1 Rev Ton
COLOMBIA, Buenaventura	\$130
ECUADOR, Guayaquil	1 Rev Ton
PARAGUAY, Asuncion	\$150
PERU, Callao	\$65
URUGUAY, Montevideo	\$135
VENEZUELA, La Guaira	\$150
VENEZUELA, Pto. Cabello	\$150
VENEZUELA, Maracaibo	\$180
GUYANA, Georgetown	\$100
SURINAME, Paramaribo	\$100

**Rule 07 Payment of Freight Charges****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>O</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

- A. CURRENCY  
Rules 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 TRIs and charges as required.
- B. PAYMENT IN U.S. DOLLARS  
Except as otherwise provided, freight and charges shall be prepaid in the United States in US currency.
- C. METHODS OF PAYMENT  
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. Credit Card payments will be accepted with the applicable surcharge applied by transaction service provider.
- D. PREPAID FREIGHT
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.
- E. FREIGHT COLLECT  
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 prior to release of cargo or any portion thereof.
- F. CURRENCY CONVERTABILITY:
- a. Conversion Provisions:  
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.

**Rule 07.01 Extension of Credit****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>O</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

The carrier may extend credit for a period not to exceed thirty (30) calendar days, including Saturdays, Sundays, and legal holidays after the date of sailing from the respective port of loading by the carrying vessel if, at the time of release of the prepaid Bills of Lading to the shipper or his authorized representative, provided carrier has on file a credit agreement signed by the shipper. However, the period of credit which may be extended pursuant to this rule, shall not restrict regular procedures of payment on shipments made by any government or agency thereof on which such government or agency is the shipper. The privilege of credit shall not be restored until all freight monies and charges, due and owing the carrier by the shipper for a period longer than the thirty (30) day period hereinabove provided, shall have been paid.

**Rule 08 Bill of Lading****Amendment No: 1**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>C</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

All property to be transported shall be held, carried and delivered subject to the provisions of the Carrier's applicable form of Bill of Lading, as provided below:

1. (a) Except as otherwise provided herein this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the Goods are in the custody of the Carrier if this Bill of Lading is issued or delivered in a locality where there is in force a compulsorily applicable Carriage of Goods by Sea Act, ordinance or statute of a nature similar to the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated at Brussels, August 25, 1924. It shall be subject to the provisions of said Act, ordinance or statute and rules thereto annexed. (b) The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exceptions from, liability authorized by any provisions of Sections 4281 to 4288, inclusive, of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose

laws shall apply. 2. In this Bill of Lading (a) "Carrier" means the Carrier named on the face side hereof, the vessel, her owner, Master, operator, demise charterer, and if bound hereby, the time charterer, and any substitute Carrier whether the owner, operator, charterer or Master shall be acting as carrier or bailee; (b) "Vessel" means and includes the ocean vessel on which the Goods are shipped, named on the face hereof, or any substitute vessel, also any leadership, ferry, barge, lighter or any other watercraft used by the Carrier in the performance of this contract. (c) "Merchant" means and includes the shipper, the consignee, the receiver, the holder of this bill of lading, the owner of the Goods or person entitled to the possession of the Goods and the servants or agents of any of these. (d) "Charges" means and includes freight and all expenses and money obligations incurred and payable by the Merchant. (e) "Goods" means and includes the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier. (f) "Container" means and includes any container, van, trailer, transportable tank, flat, pallet or any similar article of transport. (g) "Person" means and includes an individual, corporation, partnership or other entity as the case may be. (h) "Participating Carrier" means and shall include any other water, land or air carrier performing any stage of the Combined Transport.

3. It is understood and agreed that other than the said Carrier no person whatsoever (including the Master, officer and crew of the vessel, all servants, agents, employees, representatives, and all stevedores, terminal operators, crane operators, watchman, carpenters, ship cleaners, surveyors and other independent contractors whatsoever) is or shall be deemed to be liable with respect to the goods as carrier, bailee or otherwise howsoever, in contract or in Tort. If, however, it should be adjudged that any other than said carrier is under any responsibility with respect to the Goods, all limitations of the exonerations from liability provided by law or by the terms hereof shall be available to such other persons as here in described in contracting for the foregoing exceptions, limitations and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to this contract evidenced by this Bill of Lading, it being always understood that said beneficiaries are not entitled to any greater or further exceptions, limitations or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

4. Subject to all rights, privileges and limitations of and exonerations from liability granted to the ocean carrier under this Bill of Lading or by law, any liability by the respective participating carriers for loss or damage to the Goods or packages carried hereunder shall be governed by the following:

(a) If loss or damage occurs while the goods or packages are in the custody of the ocean carrier, only the ocean carrier shall be responsible therefore, and any liability of the ocean carrier shall be determined by the terms and conditions of this Bill of Lading and any law compulsorily applicable.

(b) If loss or damaged occurs while the Goods or packages are in the custody of a participating domestic or foreign Carrier, only the participating domestic or foreign Carrier(s) shall be responsible therefor, and any liability of such participating domestic or foreign Carrier(s) shall be determined, in respective order, by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier's Bill(s) of Lading, whether issued or not, tariff(s) and law compulsorily applicable in the circumstances.

(c) Notwithstanding subdivision (a) and (b) hereof, it is contemplated that the Goods or packages will from time to time be carried in through transportation that will include inland transportation with cease. In the United States by railroad and sea carriage by one or more of the other Carriers above defined. (When used on or endorsed on this Bill of Lading the words "on board" shall mean and include on board the original carrying vessel when the Goods or packages are being transported from a foreign port or place to the continental United States, but when the Goods or packages are being transported from the continental United States to a foreign port or place "on board" shall mean and include on board a rail car operated by the originating carrier and en route by rail to the port of loading for loading on board the Carrier's or participating Carrier's vessel.).

(d) If loss or damaged occurs after receipt of the Goods or packages hereunder, and it cannot be determined from the records of the craft or other loading or discharging place. Ocean Carrier or participating domestic or foreign Carrier(s) whether such damage or loss occurred during ocean, domestic or foreign carriage, it shall be conclusively presumed that the loss or damage occurred on board the vessel and while the Goods or packages were in the custody of the ocean Carrier.

(e) At all times when the Goods or packages are in the custody of the above mentioned participating domestic or foreign Carrier, such Carriers shall be entitled to all the rights, defenses, exceptions from or limitations of liability and immunities of whatsoever nature referred to or incorporated herein applicable or granted to the Carrier as herein defined, to the full extent permitted to such domestic and foreign Carriers under this Bill(s) of Lading, tariffs and any other laws applicable or relating thereto, provided however, that nothing contained in this Bill of Lading shall be deemed a surrender by these domestic or foreign Carriers of any of their rights and immunities or an increase of any of their limitations of and exonerations from liability under their said Bill(s) of Lading, tariffs or laws applicable or relating to said carriage.

(f) In making an arrangement for transportation by participating hereunder, either before or after ocean carriage, it is understood and agreed the ocean carrier acts solely as agent of the Merchant, without any other responsibility whatsoever, and it assume no responsibility as Carrier for such domestic or foreign transportation.

(g) Notice of loss or damage and claim against the ocean Carrier, where applicable, shall be given to the ocean Carrier, and suit commenced as provided for in Clauses 30 and 31 hereof. Notice upon terminate. of loss or damage against the participating domestic or foreign Carrier(s), where applicable, shall be filed with the participating domestic or foreign Carrier(s) and suit commenced as provided for in the terms, conditions and provisions of said Carrier(s) Bill(s) of Lading or by law applicable thereto. It is understood by the Merchant that such terms, conditions and provisions, as they pertain to notice of, and claim for, loss or damage and commencement of suit, contain different requirements than those requirements pertaining to ocean Carriage as contained in Clauses 30 and 31 hereof.

5. The goods carried hereunder are subject to all the terms and provisions of the Carrier's applicable Tariff or Tariffs on file with the Federal Maritime Commission, Intrastate Commerce Commission or any other regulatory body which governs a particular portion of this carriage, and the terms and provision of the said Tariff or Tariffs are hereby incorporated herein as part of the terms and Conditions of this Bill of Lading. Copies of the relevant provision of the applicable Tariff or Tariffs are obtainable from the Carrier, Federal Maritime Commission, Interstate Commerce Commission or other regularity body upon request. In the event of any conflict between the terms and provisions of such Tariff or Tariffs and the Terms and Condition of this Bill of Lading, this Bill of Lading shall prevail.

6. The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading.

7. (a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(b) As such through transportation, the Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to contract any mode of land, sea or air transportation and to arrange participation by other Carriers to accomplish the combined transport from place of receipt to place of delivery. Whenever any stage of the combined transport is accomplished by any land or air Carrier or any other water Carrier, each such stage shall be controlled according to any law compulsorily applicable to such stage and according to the contracts, rules and tariffs of each participating Carrier, the same as if such contracts, rules and tariffs were fully set forth herein.

8. The Carrier shall be entitled but under no obligation to open any Container at any time and to inspect the contents unless applicable law prohibits same. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

9. Carrier may containerize any Goods or packages. Containers may be stowed on deck or under deck and when so stowed shall be deemed for all purposes to be stowed under deck, including for General Average and US Carriage of Goods Sea Act, 1936 and similar legislation.

10. Deck cargo (except goods carried in containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals) and the Carrier shall not in any event be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub-Section 2(a) to (p), inclusive, of the United States Carriage of Goods by Sea Act or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the Merchant. Except as provided above, such shipments shall be deemed Goods and shall be subject to all terms and provisions of this Bill of Lading relating to Goods.

11. Special containers with heating or refrigeration units will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may entail an increased freight rate or charge. Shipper shall advise Carrier of desired temperature range when delivering Goods to Carrier, and Carrier shall exercise due diligence to maintain the temperature within a reasonable range while the containers are in its custody a vessel of another type or by other mode of transportation or control. The Carrier does not, however, accept any responsibility for the functioning of heated or refrigerated containers not owned or leased by Carrier.

12. The scope of the voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical or usual route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge named herein or in a direction contrary thereto or return to the original port or depart from the direct or customary route and includes all canals, straits, and other

waters. The vessel may call at any port for the purpose of the current, prior or subsequent voyages. The vessel may omit calling at any port whether scheduled or not, and may call at the same port more than once, may discharge the goods during the first or subsequent call at the port of discharge, may for matters occurring before or after loading, and either with or without the goods on board, and before or after proceeding towards the port of discharge, adjust compasses, drydock with or without cargo on board, stop for repairs, shift berths, make trial trips or tests, take fuel or stores, remain in port, be on bottom, aground or at anchor, sail with or without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage. The vessel may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and sail armed or unarmed, and with or without convoy.

The Carrier's sailing schedules are subject to change without notice both as to the sailing date and date of arrival. If this is a Through Bill of Lading, no Carrier is bound to transport the shipment by any particular train, truck, aircraft, vessel or other means of conveyance, or in time for any particular market or otherwise. No Carrier shall be liable for delay and any Carrier shall have the right to forward the goods by substitute Carrier.

13. If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty, or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport is commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon

the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

14. If the Carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the Goods at a specified dock or place, it is mutually agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Carrier, the vessel can get to, be at, and leave said dock or place, always safely afloat, and only if such dock or place is available for immediate receipt of the Goods and that otherwise the Goods shall be discharged as otherwise provided in this Bill of Lading, whereupon all responsibility of Carrier shall

15. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the Carrier, without giving notice either of arrival or discharge, may, immediately upon arrival of the vessel and at the designated destination, discharge the goods continuously, Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be.

The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the Goods are upon the wharf, craft or other loading or discharging place.

Landing and delivery charges and pier dues shall be at the expense of the Goods unless included in the freight herein provided for. If the Goods are not taken away by the consignee by the expiration of the next working day after the Goods are at his disposal, the Goods may, at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the Goods. The responsibilities of the Carrier in any capacity shall altogether cease and the Goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of Customs or other Authorities, or into that of any municipal or governmental concessionaire or depository. The Carrier shall not be required to give any notification of disposition of the Goods, except as may be otherwise provided in this Bill of Lading.

16. At ports or places where, by local law, authorities, or custom, the Carrier is required to discharge cargo to lighters or other craft, or where it has been so agreed, or where wharves are not available which the ship can get to, lie at, or leave, always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely to delay the vessel, the Merchant shall promptly furnish lighters or other craft to take delivery alongside the ship, at the risk and expense of the Goods. If the Merchant fails to provide such lighters or other craft, Carrier, acting solely as agent for the Merchant, may engage such lighters or other craft at the risk and expense of the Goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of Carrier with respect to the goods shall there-upon terminate.

17. The Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract of carriage given by any Government or Authority or anyone acting or purporting to act on behalf of such Government or Authority, or having, under the terms of the mortgage or insurance on the vessel or other transport, the right to give such orders, directions or recommendations. Discharge or delivery of the Goods in accordance with the said order or directions or recommendations shall be deemed a fulfillment of the contract.

Any extra expense incurred in connection with the exercise of the Carrier's liberty under this clause shall be paid by the Merchant in addition to freight and charges.

18. Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or place(s) at which the vessel or participating carriers will not call, the Carrier may, without notice, forward the whole or any part of the shipment, before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the Goods, by water, by land or by air or by any combination thereof, whether operated by the Carrier or others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the shipment. The Carrier may delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections in all cases where the shipment is delivered to another Carrier or to a lighter, Port Authority, warehouseman or other bailee for transshipment, the liability of this Carrier shall absolutely cease when the Goods are out of its exclusive possession and shall not resume until the Goods again come into its exclusive possession, and the responsibility of this Carrier during any such period shall be that of an agent of the Merchant, and this Carrier shall be without any other responsibility whatsoever. The carriage by any transshipping or on-Carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, consignment note, contract or other shipping document used at the time by the Carrier performing such transshipment or forwarding.

19. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the combined transport, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage of loss to the Carrier of any part of the Goods to make it unsafe, imprudent or unlawful for any reason to receive, keep, load, or carry the goods, or commence or proceed on or continue

the transport or to enter or discharge the goods or disembark passengers at the port of discharge, or the usual or agreed or intended place of discharge or delivery, or to give rise to delay, or difficulty in proceeding by the usual or intended route, the Carrier or the Master may decline to receive, keep, load or carry the Goods or may devan container(s) contents or any part thereof and may require the Merchant to take delivery of Goods at the place of receipt or any other point in the combined transport and upon failure to do so, may Goods. warehouse the Goods at the risk and expense of the Goods, or the vessel, whether or not proceeding toward or entering or attempting to enter a port of discharge, or reaching or attempting to reach a usual place of discharge therein or attempting to discharge the shipment may discharge the Goods and/or devan the contents of any container(s) at another port depot, lighter craft or other place or may forward or transship them as provided in this Bill of Lading, or the Carrier or the Master may retain the of Lading. Goods vanned or unvanned, on board until the return of the vessel to the port of loading or to the port of discharge or until such time as the Carrier or the Master thinks advisable and discharge the Goods at any place whatsoever as herein provided. The Carrier or the Master is not required to give notice of such devanning or of discharge of the Goods or of the forwarding thereof as herein provided. When the Goods are discharged from the ship as herein provided, such shall be at the risk and expense of the Goods. Such discharging shall constitute complete delivery and performance under this contract and the Carrier shall be free from any further responsibility, unless it be shown that any loss or damage to the Goods arose from Carrier's negligence in the discharge and delivery as herein provided, the burden of establishing such negligence being on the Merchant. For any service rendered to the Goods as hereinabove provided or for any delay or expense to the vessel caused as a result thereof, the Carrier shall be entitled to a reasonable extra compensation and shall have a lien on the goods for such carriage. Notice of disposition of the Goods shall be mailed to shipper or consignee named in this Bill of Lading. Goods shut out from the vessel named herein for any cause may be forwarded on a subsequent vessel of this type or at Carrier's option, on a vessel of another type or by other mode of transportation.

20. Notwithstanding the foregoing, the Carrier shall neither be liable therefor, nor concluded as to the correctness of any such marks, descriptions or representations.

When any cargo unit owned or leased by Carrier is packed or loaded by shipper or its agent, or discharged by consignee or its agent, shipper, consignee, receiver, holder of this Bill of Lading, owners of the Goods and person entitled to the possession of the Goods shall be and remain liable, jointly and severally, for any loss or damage to the cargo unit during such loading or discharge, howsoever occurring, until the cargo unit is returned to Carrier's custody and, at tariff rates, for any delay beyond the time allowed for such loading or discharge, and for any loss, damage or expense incurred by Carrier as a result of the failure to return the cargo unit to the Carrier in the same, sound condition and state of cleanliness as when received by shipper. Such loss, damage, expense or delay shall constitute a lien on the Goods.

Where a cargo unit is to be unpacked or unloaded by consignee or its agent, consignee or its agent shall promptly unpack or unload such cargo unit and take delivery of its contents, irrespective of whether the Goods are damaged or not. Carrier shall not be liable for loss or damage caused to the Goods by or during such unpacking or unloading.

21. When containers, vans, trailers, transportable tanks, flats, palletized units, and all other packages (all hereinafter referred to generically as "cargo units") are not packed or loaded by Carrier, such cargo units shall be deemed shipped as "Shipper's weight, load and count." Carrier has no reasonable means of checking the quantity, weight, condition or existence of the contents thereof, does not represent the quantity, weight, condition or existence of such contents, as furnished by the shipper and inserted in this Bill of Lading, to be accurate, and shall not be liable for nonreceipt or misdescription of such contents. Carrier shall have no securing and/or stowage of contents of such cargo units, or for loss or damage caused thereby or resulting therefrom, or for the physical suitability or structural adequacy of such cargo units properly to contain their contents.

The Merchant, whether principal or agent, by packing or loading the cargo unit and/or by allowing the cargo unit to be so packed or loaded, the purpose of effecting repairs to the vessel. represents, guarantees and warrants (a) that the Goods are properly described, marked and safely packed in their respective cargo units, that such cargo units are physically suitable, sound and structurally adequate properly to contain and support the Goods during handling and on the transport and that the cargo units may be handled in the ordinary course without damage to themselves or to their contents, or to the vessel or conveyance or to their other cargo, or property, or persons, (b) that all particulars with regard to the cargo units and their contents and the weight of each said cargo unit, are in all respects correct, and (c) that they have ascertained and fully disclosed in writing to the Carrier and all participating Carriers on or prior to shipment, any condition, ingredient or characteristic of the Goods which might indicate that they are inflammable, explosive, corrosive, radioactive, noxious, hazardous or dangerous in nature, or which might cause damage, injury or detriment to the Goods, or to the vessel, conveyance or other cargo or to property or persons and that they have complied fully with all statutes, ordinances and regulations of the Department of Transportation of the United States of America and all codes, all other regulatory bodies with respect to labeling, packing and preparation of shipment of all such Goods.

The shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods jointly and severally agree fully to protect and indemnify Carrier and to hold it harmless in respect to any injury or death of any person, or loss or damage to cargo or cargo unit of any

other property or to the vessel or conveyance or expense or fine arising out of damage to cargo or cargo unit or any other property, or to the vessel or conveyance or expense or fine arising out of or in any way connected with breach of any of the foregoing representations or warranties, howsoever occurring, even without fault of shipper, consignee and/or owner of the Goods, and even though such injury, death, loss or damage is caused in whole or in part by fault of the Carrier or unseaworthiness.

22. The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier, and the Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, coopering, baling, reconditioning of the Goods and gathering of loose contents of packages, also for expenses for repairing containers damaged while in the charges. possession of the Merchant for demurrage on containers and any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier, vessel or conveyance in connection with the Goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or respect to each such package or description of the contents, failure of the Merchant to procure consular, Board of Health or other certificates to accompany the Goods or to comply with laws or regulations of any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the Merchant. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

23. Freight shall be payable, at Carrier's option, on actual gross intake weight or measurement or on actual gross discharge weight or measurement or on a value or other basis. Freight may be calculated on the basis Goods or packages as described in this Bill of Lading. of the particulars of the Goods furnished by the shipper herein, but the Carrier may, as previously stated herein, at any time open the packages or containers and examine, weigh, measure and value the Goods (unless applicable law prohibits same). In case shipper's particulars are found to be erroneous and additional freight payable, the Merchant and the Goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the Goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to place of delivery named herein and advance charges (including on-Carrier) shall be considered completely earned on receipt of the Goods by the Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination and appear. the Carrier shall be entitled to all freight and charges, extra compensation, demurrage, detention, General Average, claims and any other payments made and liability incurred with respect to the Goods, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever, vessel, conveyance and/or cargo lost, damaged or otherwise, or the combined transport changed, frustrated or abandoned. In case of forced abandonment or interruption of the combined transport for any cause, any forwarding of the goods or any part thereof shall be at the risk and expense of the Goods. All unpaid charges shall be paid in full, without any offset, counterclaim or deduction in the currency of the place of receipt, or, at Carrier's option, in the currency of the place of delivery at the demand rate of New York exchange as quoted on day of arrival of the Goods at the place of delivery.

The Merchant shall be jointly and severally liable to the Carrier for the payment of all freight charges and the amount due to the Carrier, and for any failure of either or both to perform his or their obligations under the provisions of this Bill of Lading, and they shall indemnify the Carrier against, and hold it harmless from, all liability, loss, damage and expense which the Carrier may sustain or incur arising or resulting from any such failure of performance by the Merchant. Any person, firm or corporation engaged by any party to perform forwarding services with respect to the cargo shall be considered the exclusive agent of the Merchant for all purposes and any payment of freight to such person, firm or corporation shall not be considered payment to the Carrier in any event. Failure of such person, firm or corporation to pay any part of the freight to the Carrier shall be considered a default by the Merchant in the payment of the freight.

The Carrier shall have a lien on the Goods and any documents relating thereto, which shall survive delivery, for all freight charges and damages of any kind whatsoever, and for the costs of recovering same, including expenses incurred in preserving this lien, and may enforce this lien by public or private sale and without notice. The shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods shall be jointly and severally liable to the Carrier for the payment of all freight charges and damages as aforesaid and for the performance of the obligations of each of them hereunder.

24. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing lost Goods or repairing damaged Goods.

25. The weight or quantity of any bulk cargo inserted in this Bill of Lading is the weight or quantity as ascertained by a third party other than the Carrier and Carrier makes no representation with regard to the accuracy thereof. This Bill of Lading shall not be deemed evidence against the Carrier of receipt of goods of the weight or quantity so inserted in the Bill of Lading.

26. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect, or by its actual fault or privity. In any case where this exemption is not permitted by law, Carrier shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.

27. If the vessel comes into collision with another vessel as a result of the fault or negligence of the other vessel and any act, neglect or default of the Carrier, Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to the colliding vessels or objects are at fault in respect of a collision, contact, stranding or other accident.

This provision is to remain in effect in other jurisdictions even if unenforceable in the Courts of the United States of America.

28. General average shall be adjusted, stated and settled according to York Antwerp Rules 1974, except Rule XII thereof, at such port or place as may be selected by the Carrier and as to matters not provided for by these Rules, according to the laws and usages of New York.

In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon shall, if required, be made by the Goods, shippers, consignees or owners of the goods to the Carrier before delivery of the Goods. Notwithstanding anything hereinbefore contained, such deposit shall at the option of the Carrier be payable in United States currency and be remitted to the adjuster pending settlement of the General Average and refunds of credit balances, if any, shall be paid in United States currency. In addition to the circumstances dealt with in the 1974 York Antwerp Rules, it is agreed that if the Carrier has used due diligence in the stowage of cargo and if the safe prosecution of the voyage is thereafter imperiled in consequence of the disturbance of stowage, the costs of handling, discharge, reloading and re-stowing cargo shall be allowed in General Average, even though the handling of cargo is not necessary for the purpose of effecting repairs to the vessel.

In the event of accident, danger or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Goods, the shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods, jointly and severally, shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships were owned or operated by strangers. Cargo's contribution in General Average shall be paid to the ship owner even when such average is the result of fault, neglect or error of the Master, pilot, officers or crew. The Merchant expressly renounces any and all codes, statutes, law or regulations which might otherwise apply.

29. In case of any loss or damage to or in connection with Goods exceeding in actual value the equivalent of \$500.00 lawful money of the United States, per packed, or in case of Goods not shipped in packages, per shipping unit, the value of the Goods shall be deemed to be \$500 per package or per shipping unit. The Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per shipping unit or pro rata in case of partial loss or damage unless the nature of the Goods and a valuation higher than \$500 per package or per shipping unit shall have been declared by the shipper before shipment and inserted in this Bill of Lading, and extra freight paid if required. In such case, if the actual value of the Goods per package or per shipping unit shall exceed such value and the Carrier's liability, if any, shall not exceed the declared value of any partial loss or damage shall be adjusted pro rata on the basis of such declared value. The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or thins of any description whatsoever, except goods, shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges.

Where containers, vans, trailers, transportable tanks, flats, palletized units and other such packages are not packed by the Carrier, each individual such container, van, trailer, transportable tank, palletized unit and other such package including in each instance its contents, shall be deemed a single package and Carrier's liability, limited to \$500 with respect to each such package.

30. As to loss or damage to the Goods or packages occurring or presumed to have occurred during ocean voyage, unless notice of loss or damage and the general nature of it be given in writing to the Carrier or its agent at the port of delivery before or at the time of the removal of the Goods or packages into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage be not apparent, within three consecutive days after delivery at the port of discharge, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods or packages as described in this Bill of Lading.

31. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean carriage, the Carrier and the vessel shall be discharged from all liability in respect of loss, damage, mis-delivery, delay or in respect of any other breach of this contract and any claim whatsoever with respect to the Goods or packages, unless suit is brought within one year after delivery of the Goods or package or the date when the Goods or package should have been delivered. Suit shall not be deemed brought unless jurisdiction shall have been obtained over the Carrier and/or the vessel by service of process or by an agreement to appear.

32. Gold, silver, specie, bullion or other valuables, including those named or described in Sec. 4281 of the Revised Statutes of the United States, will not be received by the Carrier unless their true character and value are disclosed to the Carrier and a special written agreement therefore has been made in advance, and will not, in any case, be loaded or landed by the Carrier. No such valuables shall be considered received by or delivered to the Carrier until brought aboard the ship by the shipper and put in the actual possession of and a written receipt therefore is given by the Master or other officer in charge. Such valuables will only be delivered by the Carrier aboard the ship on presentation of bills of lading properly endorsed and upon such delivery on board the Carrier's responsibility shall cease. If delivery is not so taken promptly after the ship's arrival at the port of discharge, the goods may be retained aboard or landed or carried on, solely at the risk and expense of the goods.

33. It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the cargo, and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation and the like did not exist on receipt.

34. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or exemption from, or limitation of, liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. This Bill of Lading shall be construed according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the Federal Courts of the United States. The terms of this Bill of Lading shall be separable, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

**Rule 09 Freight Forwarder Compensation****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>O</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

PAYMENT OF COMPENSATION:

APPLICABLE ONLY ON CARGO ORIGINATING IN THE UNITED STATES:

1. Compensation to a Licensed Ocean Freight Forwarder will be paid in connection with any shipment Dispatched on behalf of others when, and only when, such Forwarder is licensed with the Federal Maritime Commission under Section 19 (a) of the Shipping Act of 1984 and the Ocean Shipping Reform Act of 1998 and has certified in writing that it holds a valid license and has performed the following services:
  - a. Engaged, booked, secured, reserved, or contracted directly with the Carrier or its agent for space aboard a vessel or confirmed the availability of that space.
  - b. Prepared and processed the Ocean Bill of Lading, Dock Receipt, Consular Documents and Export Declarations or other similar document with respect to the shipment.
2. Carrier will not pay compensation for services described in Paragraph (1), more than once on the same shipment. Freight Forwarder Compensation cannot be paid on any shipment for which Ocean Brokerage is payable.
3. Carrier will not knowingly pay compensation on a shipment in which the Forwarder has a direct or indirect beneficial interest.
4. The amount of compensation will be: 1%.
5. Compensation will not be due or payable on the following:
6. Advance Charges.
  - a. Temporary Freight Charges or Emergency Surcharges.
  - b. Bulk Cargoes and Lumber exempted from the posting requirements of the Shipping Act, 1984 and the Ocean Shipping Reform Act of 1998.
  - c. Military Sealift Command or Military Traffic Management Command Cargoes.
  - d. Currency Adjustments.

**Rule 10 Surcharges & Arbitraries****Amendment No: 0**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>O</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

For surcharges and Arbitraries, apply the following Sub-rules. Surcharges and Arbitraries will also apply as per the individual TRI.

**Rule 10.01 Bunker adjustment factor (BAF)****Amendment No: 1**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>P</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Except as otherwise provided in individual TRIs, all rates in this tariff are SUBJECT to the following Bunker Adjustment Factor (BAF):

- A. LCL (Less than container loads) from Miami, Port Everglades or West Palm Beach to:
  1. Caribbean Base Port Group (CARIBBEANBP), except ports in Puerto Rico, Guadeloupe and Martinique  
\$0.12 w/m per rule 2.1(a) per 50 Lbs. (W) or 1 Cft (M)  
(r) Expires: 8/01/14
  2. Pointe a Pitre, GUADELOUPE, Fort de France, MARTINIQUE and Cayenne, FRENCH GUIANA  
\$0.42 w/m per rule 2.1(a) per 50 Lbs. (W) or 1 Cft (M)  
(r) Expires: 8/01/14
  3. San Juan, PUERTO RICO  
\$20 Flat fee  
(r) Expires: 8/01/14

B. FCL (Full Container Loads) will be applicable as per individual TRI's

### Rule 10.02 Peak Season Surcharge (PSS)

Amendment No: 2

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> A
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Except as otherwise provided in individual TRIs, all rates in this tariff are SUBJECT to the following Peak Season Surcharge (PSS) only during the months of October, November and December:

- A. LCL (Less than container loads) from Miami, Port Everglades or West Palm Beach to:
1. Caribbean Base Port Group (CARIBBEANBP), except ports in Puerto Rico, Guadeloupe and Martinique  
\$0.19 w/m per 50 Lbs. (W) or 1 Cft (M), as per Rule 2 (i)  
Eff: 10/1/14 = \$0.21w/m  
Eff: 05/21/18 = \$0.24 w/m
- B. FCL (Full Container Loads) from any US port:
1. Caribbean Base Port Group (CARIBBEANBP):
    - a. \$150 per 20' container (i) eff: 10/1/14 = \$175
    - b. \$300 per 40' container any size (i) eff: 10/1/14 = \$350
    - c. \$325 per 45' container (i) eff: 10/1/14 = \$394
- C. Barrel from Any US origin:
1. Caribbean Base Port Group (CARIBBEANBP):
    - a.\$5.00 per barrel

### Rule 10.03 Emergency Fuel Surcharge (EFS)

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> P
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Except as otherwise provided in individual TRIs, all rates in this tariff are SUBJECT to the following Emergency Fuel Surcharge (EFS) :

From USEC, USGC & USWC ports to Mideast Base Port Group (MIDEASTBP), North Europe Base Port Group (NEUROPEBP), Mediterranean Base Ports Group (MEDBP), Africa Base Port Group (AFRICABP),

\$155.00 x 20'

\$310.00 x 40'

(r) No longer Applicable: 8/01/14

### Rule 10.04 U.S. Inland Arbitrary Surcharge (IAS)

Amendment No: 1

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> P
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Except as otherwise provided in individual TRIs, when LCL cargo is tendered for transportation to any of the below offered CFS stations to move via the Miami CFS, cargo and rates in this tariff will be SUBJECT to the following applicable US Inland arbitrary charge:

- A. Caribbean Base Port Group (CARIBBEANBP), including Degrad des Cannes, FRENCH GUIANA & Georgetown GUYANA & Pamaribo, SURINAME
1. LCL Freight:
    - a. ATL – ATLANTA, GA = \$1.70 per Cft or 20 Lbs
    - b. ORD – CHICAGO, IL = \$1.70 per Cft or 50 Lbs
    - c. IAH – HOUSTON, TX = \$1.70 per Cft of 50 Lbs

- d. LAX - LOS ANGELES, CA = \$2.50 per Cft or 50 Lbs
  - e. JFK - NEW YORK, NY = \$1.70 per Cft of 50 Lbs
  - f. EWR - NEWARK, NJ = \$1.70 per Cft or 50 Lbs
2. Barrels
- a. ATL - ATLANTA, GA = \$25 each
  - b. ORD - CHICAGO, IL = \$15 each
  - c. IAH - HOUSTON, TX = \$15 each
  - d. LAX - LOS ANGELES, CA = \$15 each
  - e. JFK - NEW YORK, NY = \$15 each
  - f. EWR - NEWARK, NJ = \$15 each
  - g. MSY - NEW ORLEANS, LA = \$50 each
  - h. MCO - ORLANDO, FL = \$25 each
  - i. TPA - TAMPA, FL = \$25 each
  - j. PHL - PHILADELPHIA, PA = \$75 each
  - k. BWI - BALTIMORE, MD = \$75 each
  - l. BOS - BOSTON, MA = \$30 each
  - m. NYB - BROOKLYN, NY = \$30 each
  - n. IAD - (WASHINGTON-DULLES) STERLING, VA = \$50 each
  - o. DFW - DALLAS, TX = \$50 each

Barrel rates are subject to 250 Lbs maximum with \$10 per 50 Lbs surcharge thereafter.

B. Central America base Port Group

1. LCL Freight:
- g. ATL - ATLANTA, GA = \$60w/m per CBM or 500 KGS (\$65 Minimum)
  - h. ORD - CHICAGO, IL = \$60w/m per CBM or 500 KGS (\$65 Minimum)
  - i. IAH - HOUSTON, TX = \$60w/m per CBM or 500 KGS (\$65 Minimum)
  - j. LAX - LOS ANGELES, CA = \$90w/m per CBM or 500 KGS (\$90 Minimum)
  - k. JFK - NEW YORK, NY = \$60w/m per CBM or 500 KGS (\$65 Minimum)
  - l. EWR - NEWARK, NJ = \$60w/m per CBM or 500 KGS (\$65 Minimum)

2. Barrels  
Not Applicable

C. South America Base Port Group, excluding Degrad des Cannes, FRENCH GUIANA ;Georgetown, GUYANA ;Pamaribo, SURINAME & Santos, BRAZIL

1. LCL Freight:
- m. ATL - ATLANTA, GA = \$60w/m per CBM or 350 KGS (\$65 Minimum)
  - n. ORD - CHICAGO, IL = \$60w/m per CBM or 1000 KGS (\$65 Minimum)
  - o. IAH - HOUSTON, TX = \$60w/m per CBM or 1000 KGS (\$65 Minimum)
  - p. LAX - LOS ANGELES, CA = \$90w/m per CBM or 1000 KGS (\$90 Minimum)
  - q. JFK - NEW YORK, NY = \$60w/m per CBM or 1000 KGS (\$65 Minimum)
  - r. EWR - NEWARK, NJ = \$60w/m per CBM or 1000 KGS (\$65 Minimum)

2. Barrels  
Not Applicable

D. South America Base Port Group, Santos, BRAZIL only.

1. LCL Freight:
- s. ATL - ATLANTA, GA = \$40w/m per CBM or 350 KGS (\$40 Minimum)
  - t. ORD - CHICAGO, IL = \$60w/m per CBM or 1000 KGS (\$60 Minimum)
  - u. IAH - HOUSTON, TX = \$50w/m per CBM or 1000 KGS (\$50 Minimum)
  - v. LAX - LOS ANGELES, CA = \$85w/m per CBM or 1000 KGS (\$85 Minimum)
  - w. JFK - NEW YORK, NY = \$40w/m per CBM or 1000 KGS (\$40 Minimum)
  - x. EWR - NEWARK, NJ = \$40w/m per CBM or 1000 KGS (\$40 Minimum)

2. Barrels  
Not Applicable

<b>Rule 10.05 Hazardous Cargo Surcharge (HCS)</b>				
<b>Amendment No: 0</b>				
<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0

Except as otherwise provided in individual TRIs, all rates in this tariff are SUBJECT to the following Hazardous Cargo Surcharge (HCS)

- LCL (Less than container loads) from Miami, Port Everglades or West Palm Beach to:
  - All Destinations \$100.00 except Brazil destinations will apply at \$125.00
- FCL (Full Container Loads) USEC, USGC & USWC ports to All Destinations will be assessed at the underlying VOCC carrier's rate.

<b>Rule 10.06 South Florida drayage</b>				
<b>Amendment No: 1</b>				
<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> A

Except as otherwise provided in individual TRIs, all FCL rates in this tariff are SUBJECT to the following South Florida Drayage:

The following charges will apply on drayage between the common carrier terminal or CY and Locations in Miami-Dade and Broward Counties.

Via Miami and Port Everglades ports: \$325 per container round trip

<b>Rule 10.07 Clean Truck and Pier Pass Fees</b>				
<b>Amendment No: 2</b>				
<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> A

Except as otherwise provided in individual TRIs, all rates in this tariff are SUBJECT to the following Clean Truck and Pier Pass fee's:

The following charges will apply on cargo moving via common carrier terminal or CY in Los Angeles and Long Beach, CA.

Clean truck Fee:  
\$35.00 PER 20'  
\$70.00 PER 40'

Pier Pass fee's:  
\$72.09 PER 20'  
\$144.18 PER 40'

Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

<b>Rule 10.08 Bahamas Security Surcharge (BSS)</b>				
<b>Amendment No: 0</b>				
<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O

Except as otherwise provided in individual TRIs, all rates in this tariff are SUBJECT to the following Bahamas Security Surcharge (BSS):

\$25.00 per Bill of Lading

<b>Rule 10.09 Tug Service Surcharge (TSS)</b>				
<b>Amendment No: 0</b>				
<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O

Except as otherwise provided in individual TRIs, all rates in this tariff are SUBJECT to the following Tug Service Security Surcharge (TSS):

From U.S. ports to Kingstown, St. Vincent.

\$200.00 per container, for both 20's and 40's and Breakbulk or Rolling Stock.

**Rule 10.10 Handling Charges****Amendment No: 1**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>P</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Except as otherwise provided in individual TRIs, all rates in this tariff are SUBJECT to the following Handling Charges:

- A. Caribbean Base Port Group (CARIBBEANBP), including Degrad des Cannes, FRENCH GUIANA & Georgetown GUYANA & Pamaribo, SURINAME
  - 1. LCL Freight:  
\$0.20 per CFt or 50 Lbs Minimum \$20
  - 2. Barrels
    - a. \$20 flat when originating in Miami, FL
    - b. \$35 flat when originating in any other CFS station
- B. Central America base Port Group
  - 1. LCL Freight:  
\$5 w/m Minimum \$20
  - 2. Barrels  
Not Applicable
- C. South America Base Port Group, excluding Degrad des Cannes, FRENCH GUIANA ;Georgetown, GUYANA ;Pamaribo, SURINAME; Santos, BRAZIL; Guayaquil, ECUADOR & Callao, PERU
  - 1. LCL Freight:  
\$5w/m Minimum \$20
  - 2. Barrels  
Not Applicable

**Rule 10.11 CFS Transfer Fee****Amendment No: 2**

<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>P</b>
---------------------------------------	-------------------	------------------	-------------------------------------	------------------------------------

Except as otherwise provided in individual TRIs, all rates in this tariff are SUBJECT to the following CFS Transfer Fee when standard consolidation service is not available.

- E. Caribbean Base Port Group (CARIBBEANBP), including Degrad des Cannes, FRENCH GUIANA & Georgetown GUYANA & Pamaribo, SURINAME
  - 3. LCL Freight:  
\$0.20 per CFt or 50 Lbs Minimum \$20 expire 9/8/15  
\$0.04/ Lb Minimum \$45 effective 9/9/15
  - 4. Barrels
    - \$20 flat when originating in Miami, FL expires 9/8/15
    - \$35 flat when originating in any other CFS station expires 9/8/15
    - \$0.04/ Lb Minimum \$45 effective 9/9/15
- D. Central America base Port Group
  - 3. LCL Freight:  
\$5 w/m Minimum \$20 expire 9/8/15  
\$0.04/ Lb Minimum \$45 effective 9/9/15
  - 4. Barrels  
Not Applicable
- E. South America Base Port Group, excluding Degrad des Cannes, FRENCH GUIANA ;Georgetown, GUYANA ;Pamaribo, SURINAME; Santos, BRAZIL; Guayaquil, ECUADOR & Callao, PERU
  - 3. LCL Freight:  
\$5w/m Minimum \$20 expire 9/8/15  
\$0.04/ Lb Minimum \$45 effective 9/9/15
  - 4. Barrels  
Not Applicable

**Rule 10.12 Terminal Handling Charges****Amendment No: 1**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> P
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Except as otherwise provided in individual TRIs, rates in this tariff are SUBJECT to the following Terminal Handling Charges:

- A Caribbean Base Port Group (CARIBBEANBP), including Degrad des Cannes, FRENCH GUIANA & Georgetown GUYANA & Pamaribo, SURINAME
- 1 LCL Freight:  
Not Applicable
- 2 Barrels  
a-When originating in Houston, TX (CFS) to the following destinations (Applies per Barrel):
- |                                  |         |
|----------------------------------|---------|
| ▪ St. Johns, ANTIGUA AND BARBUDA | \$55.00 |
| ▪ Bridgetown, BARBADOS           | \$43.00 |
| ▪ Roseau, DOMINICA               | \$45.00 |
| ▪ Saint Georges, GRENADA         | \$43.00 |
| ▪ Kingston, JAMAICA              | \$40.00 |
| ▪ Montego Bay, JAMAICA           | \$45.00 |
| ▪ Basseterre, ST KITTS/NEVIS     | \$53.00 |
| ▪ Castries, ST. LUCIA            | \$43.00 |
| ▪ Kingstown, ST. VINCENT         | \$45.00 |
| ▪ Port of Spain, TRINIDAD        | \$43.00 |

B Central America base Port Group

- 1 LCL Freight:  
Not Applicable
- 2 Barrels  
Not Applicable

C South America Base Port Group, excluding Degrad des Cannes, FRENCH GUIANA ;Georgetown, GUYANA ;Pamaribo, SURINAME; Santos, BRAZIL; Guayaquil, ECUADOR & Callao, PERU

- 1 LCL Freight:  
Not Applicable
- 2 Barrels  
Not Applicable

**Rule 11 Minimum Quantity Rates****Amendment No: 0**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

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 TRI 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 TRI if, the weight or measurement declared for rating purposes is increased to the minimum level.

**Rule 12 Ad Valorum Rates****Amendment No: 0**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> O
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

- 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.
- 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

the additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.

- C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00, the ad valorem rate, specifically provided against the item, shall be three (3.0%) percent of the total value declared and is in addition to the base TRI rate.

<b>Rule 13 Transshipment</b>				
<b>Amendment No: 0</b>				
<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0

Cargo may be subject to transshipment at carrier's discretion with or without notice.

<b>Rule 14 Co-Loading</b>				
<b>Amendment No: 0</b>				
<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0

- 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.
- B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCC's.
- 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.
- D. Shippers are responsible for payment of rates and charges only to the extent that such rates and charges are provided in this tariff.
- E. Carrier-to-Carrier Co-loading - Carrier engages in co-loading under agreement(s) with one or more other NVOCC's.
- F. 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.

<b>Rule 15 Open Rates in Foreign Commerce</b>				
<b>Amendment No: 0</b>				
<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0

Not Applicable

<b>Rule 16 Hazardous Cargo</b>				
<b>Amendment No: 0</b>				
<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0

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 surcharge as per Rule 10.05; except where a specific commodity rate is provided for in this tariff or the individual TRI.

B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to Carrier's option of acceptance and to special booking arrangements. Shipments 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.

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, W1V, OAE, England as listed below:

Classes

- 1 - Explosives
- 2 - Gasses; Compressed, liquefied or dissolved under pressure
- 3 - Inflammable Liquids

- 4 - Inflammable Solids
- 5 - Oxidizing Substances and organic peroxide
- 6 - Poison and infectious substance
- 7 - Radioactive substance
- 8 - Corrosives
- 9 - Miscellaneous dangerous substance

### **Rule 17 Green Salted Hides in Foreign Commerce**

**Amendment No: 0**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

When freight charges are based upon weight, the following procedure shall be observed:

Each dock receipt must be accompanied by either the supplier's weight certificate attesting to the true scale weight of the Hides/Skins as prepared for shipment at the Port of Origin or a certified weight certificate issued by a recognized scale master. When lots are split by the Shipper after purchase into two or more shipments, the weight certificate covering the entire purchase lot shall be provided, and shipping weight shall be determined from a computation of the average weight of the Hides/Skins in said purchase lot.

### **Rule 18 Returned cargo in Foreign Commerce**

**Amendment No: 0**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Not Applicable

### **Rule 19 Shippers Request or Complaints**

**Amendment No: 0**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

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.

### **Rule 20 Overcharge Claims**

**Amendment No: 0**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

A) All claims for adjustment of freight charges must be presented to the Carrier in writing at the address shown in the Tariff Record within three (3) years after the date of receipt of shipment by Carrier (in accordance with Rule 3). Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.

B) Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the Claimant of all governing tariff provisions and Claimant's rights under the Shipping Act of 1984 and the Ocean Shipping Reform Act of 1998.

C) Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, pursuant to Section 11(g) of the Shipping Act of 1984 and the Ocean Shipping Reform Act of 1998. Such claims must be filed within three years of the date of receipt of shipment by Carrier (in accordance with Rule 3).

### **Rule 21 Use of Carrier Equipment**

**Amendment No: 0**

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

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 will be for the account of the cargo.

**Rule 22 Automobiles**

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

All automobile shipments are subject to the individual port of exit requirements as set forth by U.S. Customs and Border Protection (CBP) department of Homeland Security.

**Rule 23 Carrier Terminal Rules and Charges**

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

Not Applicable

**Rule 24 NVOCC Bond and Process Agent**

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

## A. BONDING OF NVOCCs:

- Carrier has furnished the Federal Maritime Commission proof of financial responsibility as required by 46 CFR 515.22 to ensure the financial responsibility of the Carrier for the payment of any judgment for damages arising from its transportation related activities, order for reparations or penalties assessed pursuant to the Shipping Act of 1984, as modified by The Ocean Shipping Reform Act of 1998.
- Bond No. 8820146
- Name of Surety Company that issued the bond:

International Fidelity Insurance Company  
One Newark Center  
Newark, NJ 07102

## B. RESIDENT AGENT:

- Carrier's legal agent for the service of judicial and administrative process, including subpoenas is as shown in Paragraph 3 below. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary, 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 affected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.
- Name and Address of Resident Agent:

I.T.N. Consolidators, Inc.  
3401-C N.W. 72nd Avenue  
Miami, FL 33122

**Rule 25 Certification of Shippers Status**

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

A. In accordance with the Non-Vessel-Operating Common Carrier Amendments of 1990, Public Law 98-237, 98 Stat. 56, and 46 CFR Sec. 583.7(b), each Shipper who is a Non-Vessel-Operating Common Carrier shall provide to Carrier prior to tendering any shipment, a copy of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission or other evidence as may be acceptable to the Carrier and the Federal Maritime Commission. Immediate notice of any cancellation of its tariff or bond shall be given to Carrier by a Non-Vessel-Operating Common Carrier. Additional copies of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission or other evidence initially provided showing compliance with the tariff and bonding requirements shall be sent to Carrier by each Non-Vessel-Operating Common Carrier semiannually, each April 15 and October 15.

B. If any Non-Vessel-Operating Common Carrier provides a false or misleading certification to Carrier, either of its status or of it having filed a tariff and surety bond with the FMC, it shall be liable to Carrier for any fines, penalties or damages sustained by Carrier due to Carrier transporting cargo in violation of Public Law 98-237.

## Rule 26 Time Volume Rates in Foreign Commerce

Amendment No: 0

**Effective:**  
**30AUG2018**

**Thru: None**

**Exp: None**

**Publish:**  
**30AUG2018**

**Amendment type:**  
**0**

Time/Volume Rates (TVR) in this tariff shall be as specified in individual commodity descriptions and TRI's referenced as Time/Volume Rates, in accordance with 46 C.F.R. Section 520.12 and subject to the terms and conditions below.

### General Terms:

a) Once a Time/Volume Rate is accepted by one shipper, it shall remain in effect for the time specified, without amendment; and

b) Shipper notices and shipment records supporting a Time/Volume Rate will be maintained by the carrier for five years after any shipper's use of a Time/Volume Rate has ended.

### Agreement for Time/Volume Rates

We, (insert company name) of which head office is located in (insert company address) wish to accept Time Volume Rate No. (insert TVR No.) which is offered by (insert (Carrier Name) (hereinafter "Carrier") as per local and intermodal freight tariff No. 001.

Contact: (insert name) Phone: (insert phone number)

We agree to place the TVR No. on the body of each bill of lading issued and agree that bills of lading which do not bear the TVR No. will not be counted toward the required minimum and that such shipments shall be rated at the applicable tariff rate.

We further agree to place our name as shipper and/or consignee (not notify party) in full style on each bill of lading and that any bill of lading which has a name other than as shown herein shall not be counted toward any TVR requirement.

Name: (insert name)

Title: (insert title)

Date: (insert date)

This enrollment is acknowledged by Carrier. Your enrollment number is (insert TVR No.).

Name: (insert name)

Title: (insert title)

Date: (insert date)

Enrollment must be in the name of the shipper or consignee making the application. Carrier shall notify shipper/consignee of the enrollment number assigned.

This Time/Volume Rates agreement is made as of (insert date), and it includes the following terms:

### 1. Term:

This TVR agreement shall become effective for the period specified in the commodity description and TVR referring hereto for application. For the purpose of determining whether or not a cargo movement occurs during the term of this TVR agreement, the pertinent date shall be the date when the full bill of lading quantity has been received by the carrier.

### 2. Minimum/Maximum Volume:

The shipper shall tender for shipment to Carrier during the term of this TVR agreement a Minimum/Maximum cargo as specified in the commodity description and TVR referring hereto for application.

### 3. Scope:

This TVR agreement covers container transportation and related service from (or at) Carrier's nominated receiving facilities at the origin port(s) and point(s) to (or at) Carrier's nominated delivery facilities at the destination port(s) and point(s) for which there are rates in the TVR referring hereto for application. The commodities covered by this TVR are those in the commodity description referring hereto for application.

### 4. Rates:

The rates for this TVR agreement are contained in the TVR referring hereto for application.

**5. Failure to meet minimum volume requirements:**

Cargo shall be rated at the applicable TVR. If the shipper/consignee fails to tender the minimum volume commitment specified in the individual TVR, the carrier shall re-rate the cargo at the otherwise applicable tariff rate and invoice the shipper/consignee and shipper/consignee agrees to pay deficit charges on the difference between the freight charges actually paid and the freight charges applicable due to the re-rating. The total of any amounts due hereunder shall be paid directly to the carrier within thirty (30) days following written notification by the carrier.

**6. Verification:**

Each original bill of lading for a shipment under the individual TVR shall bear the TVR No. contained on the application of TVR in an appropriate column such as shipper or consignee column. The shipment records which will be maintained to support the individual TVR are the respective bills of lading and any notices. The record keeping officer shall be:

(insert name and address)

The record keeping officer shall also be the person to respond to a request for shipment records under 46 C.F.R. 520.

**7. Other conditions in general:**

- i) Shipments shall be counted toward only one (1) TVR.
- ii) 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.

Carrier	Shipper
By: (insert name)	By: (insert name)
Title: (insert title)	Title: (insert title)
Date: (insert date)	Date: (insert date)
_____	_____
(Signature)	(Signature)

Rule 27 Loyalty Contracts in Foreign Commerce				
Amendment No: 0				
<b>Effective:</b> 30AUG2018	<b>Thru:</b> None	<b>Exp:</b> None	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0

Not Applicable

Rule 28 Definitions				
Amendment No: 0				
<b>Effective:</b> 30AUG2018	<b>Thru:</b> None	<b>Exp:</b> None	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0

**CARRIER** - means publishing carrier and/or inland U.S. Carriers.  
**CONSIGNOR, CONSIGNEE OR SHIPPER** - include the authorized representatives or agents of such "consignor," "consignee," or "shipper."  
**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.  
**CONTAINER LOAD - (CL)** - Means all cargo tendered to carrier in shipper-loaded containers.  
**CONTAINER YARD** - The term "Container Yard" (CY) (Service Code Y), means the location where carrier receives or delivers cargo in containers.  
**CONTROLLED TEMPERATURE** - means the maintenance of a specific temperature or range of temperatures in carrier's refrigerated containers or trailers.  
**DRY CARGO** - means cargo other than that requiring temperature control.  
**IN PACKAGES** - shall include any shipping form other than "in bulk," "loose," "in glass or earthenware, not further packed in other containers" or "skids"

**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.

**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 shipping cubage when set up or assembled.

**LESS THAN CONTAINER LOAD (LCL)** - means all cargo tendered to carrier not in shipper-loaded/stuffed containers.

**LESS THAN TRAILER LOAD (LTL)** - means all cargo tendered to carrier not in shipper-loaded/stuffed trailers.

**LOADING OR UNLOADING** - means the physical placing of cargo into or the physical removal of, cargo from containers or trailers.

**MIXED SHIPMENT** - means a shipment consisting of articles described in and rated under two or more TRIs.

**MOTOR CARRIER** - means U.S. Motor Carrier or Motor Carriers.

**NEGOTIATED RATE ARRANGEMENT (NRA)** - means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

**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.

**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.

**ONE COMMODITY** - means any or all of the articles described in any one-TRI.

**PACKING** - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.

**PUBLISHING CARRIER** - means ITN Consolidators, Inc., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC Organization No. 011870.

**RAIL CARRIER** - means U.S. rail carrier or rail carriers.

**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.

**STUFFING - UNSTUFFING** - means the physical placing of cargo into or the physical removal of cargo from carrier's containers.

**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.

## Rule 29 Abbreviations, Codes & Symbols

Amendment No: 0

<b>Effective:</b> 30AUG2018	<b>Thru:</b> None	<b>Exp:</b> None	<b>Publish:</b> 30AUG2018	<b>Amendment type:</b> 0
--------------------------------	-------------------	------------------	------------------------------	-----------------------------

### 1. EXPLANATION OF ABBREVIATIONS

Ad. Val. ----- Ad Valorem	Incl. ----- Inclusive
A.Q. ----- Any Quantity	K.D. or K/D ----- Knocked Down
B.F. ----- Board Foot or Board Feet	K.D.F. ----- Knocked Down Flat
B/L ----- Bill of Lading	Kilos ----- Kilograms
BAF ----- Bunker Adjustment Factor	K/T ----- Kilo Ton
BM ----- Board Measurement	Lb. or Lbs. ----- Pound or Pounds
CAF ----- Currency Adjustment Factor	LCL or LTL----- Less than Container Load
Cbm, CM or M3 - Cubic Meter	LS ----- Lumpsum
cc ----- Cubic Centimeter	L/T ----- Long Ton (2240 lbs.)
Concl. ----- Concluded	LT/40 ----- Long Ton (2240 lbs.) or 40 Cubic Feet
Cont'd ----- Continued	M ----- 1 Cubic Meter
CFS ----- Container Freight Station	Max. ----- Maximum
Cft. or cft. -- Cubic Foot or Cubic Feet	MBF or MBM ----- 1,000 Feet Board Measure
cm. ----- Centimeter	Min. ----- Minimum
Cntr(s) ----- Container(s)	mm ----- Millimeter
CU ----- Cubic	n/exc. ----- Not Exceeding
Cwt ----- 100 Pounds	N.O.S. ----- Not otherwise specified in this Tariff
CY ----- Container Yard	No. or Nos. ----- Number or Numbers
DDC ----- Destination Delivery Charge	Pkg. or Pkgs. ---- Package or Packages
Etc. ----- Et Cetera	PRC ----- People's Republic of China
exc. ----- Exceeding	PRVI ----- Puerto Rico and U.S. Virgin Islands
F.A.K. ----- Freight All Kinds	R/T ----- Revenue Ton

F.A.S. ----- Free Alongside Ship	SL&C ----- Shipper's Load and Count
FCL ----- Full Container Load	Sq. Ft. ----- Square Foot or Square Feet
FEU ----- Forty Foot Equivalent Unit	S/T ----- Short Ton (2000 lbs.)
F.I. ----- Free In	SU or S/U ----- Set Up
F.I.O. ----- Free In and Out	TEU ----- Twenty Foot Equivalent Unit
F.I.O.S. ----- Free In, Out and Stowed	TLI ----- Tariff Line Item, same as TRI
F.O. ----- Free Out	TRC ----- Terminal Receiving Charge
F.O.B. ----- Free On Board	TRI ----- Tariff Rate Item, same as TLI
F.M.C. ----- Federal Maritime Commission	U.S.A. ----- United States of America
Ft. ----- Feet or Foot	USD ----- United States Dollars
GOH ----- Garment On Hanger	Viz. ----- Namely
Hdlg. Chgs. --- Handling Charges	Vol. ----- Volume
I.D. ----- Inside Diameter	W ----- 1,000 kilos
i.e. ----- That is	W/M ----- 1,000 kilos or 1 cubic meter
I&S ----- Iron or Steel	WT ----- Weight

## 2. EXPLANATION OF CODES

### CONTAINER SIZES

20 - 20 ft. 40X - 40 ft., Any Height  
40S - 40 ft., 8'0" 45S - 45 ft., 8'0"  
40 - 40 ft., 8'6" 45 - 45 ft., 8'6"  
40A - 40 ft., 9'0" High Cube 45A - 45 ft., 9'0"  
40B - 40 ft., 9'6" High Cube 45B - 45 ft., 9'6"  
45X - 45 ft., Any Height

### CONTAINER TEMPERATURE CODES

AC - Artificial Atmosphere Controlled  
CLD - Chilled  
FRZ - Frozen  
HTD - Heated  
N/A - Not Applicable/Not Operating  
RE - Refrigerated  
VEN - Ventilated

### CONTAINER TYPE CODES

AC - Atmosphere Control  
FB - Flat Bed  
FR - Flat Rack  
GC - Garment Hanger  
IM - Insulated  
OT - Open Top  
PC - Dry  
RE - Reefer

### HAZARD CODES

HAZ - Hazardous  
NHZ - Non-Hazardous  
N/A - Not Applicable

### RATE BASIS CODE

AV - Ad Valorem  
EA - Each (as defined)  
LS - Lumpsum  
M - Measure  
PC - Per Container  
W - Weight  
WM - Weight/Measure

### SERVICE CODES

S - Container Freight Station  
Y - Container Yard  
O - Port  
D - Door

## 3. EXPLANATION OF SYMBOLS AND AMENDMENT CODES

(A) - Increase  
(C) - Change resulting in neither 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

<b>Rule 30                      Access to Tariff Information</b> <b>Amendment No: O</b>				
<b>Effective:</b> <b>30AUG2018</b>	<b>Thru: None</b>	<b>Exp: None</b>	<b>Publish:</b> <b>30AUG2018</b>	<b>Amendment type:</b> <b>O</b>

This tariff is published on the Internet web site of ITN Consolidators, Inc at: [www.itnworldwide.com](http://www.itnworldwide.com).  
Interested parties should contact the publishing officer for information concerning access to the tariff.  
Please refer to the tariff profile or title page for additional contact information.