

Rule 1 SCOPE

Eff: 1 JAN 2019 Symbol: I

Rules, regulations and rates published herein apply BETWEEN United States Atlantic and Gulf Coast Ports in the Eastport, Maine/Brownsville, Texas Range, United States Pacific Coast Ports in the Seattle, Washington/San Diego, California Range, Great Lakes Ports, Ports in Alaska, Ports in Hawaii and Inland Points (See Paragraph A) AND Worldwide Ports and Points (See Paragraph B) and apply BETWEEN Ports and Points in Guam, Puerto Rico and the U.S. Virgin Islands AND Worldwide Ports and Points (See Paragraph B):

A. DOMESTIC INTERIOR POINTS:

1. All Points in the following States:

Alabama	Maine	Ohio
Arizona	Maryland	Oklahoma
Arkansas	Massachusetts	Oregon
California	Michigan	Pennsylvania
Colorado	Minnesota	Rhode Island
Connecticut	Mississippi	South Carolina
Delaware	Missouri	South Dakota
District of Columbia	Montana	Tennessee
Florida	Nebraska	Texas
Georgia	Nevada	Utah
Idaho	New Hampshire	Vermont
Illinois	New Jersey	Virginia
Indiana	New Mexico	Washington
Iowa	New York	West Virginia
Kansas	North Carolina	Wisconsin
Kentucky	North Dakota	Wyoming
Louisiana		

2. Points in Alaska and Hawaii

3. Points in Guam, Puerto Rico and the U.S. Virgin Islands

SERVICE:

Motor/Ocean, Ocean/Motor, Rail/Ocean, Ocean/Rail and Rail/Motor/Ocean Combinations.

INTERCHANGE PORTS:

1. United States Atlantic, Gulf, Pacific and Great Lakes Ports.

2. Ports in Alaska and Hawaii

3. Ports in Guam, Puerto Rico and the U.S. Virgin Islands

LIABILITY:

Carrier shall be liable to Shipper for Rail and/or Motor movements in accordance with the terms and conditions of Carrier's Combined Transport Bill of Lading.

B. WORLDWIDE PORTS AND POINTS:

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| Continent      | - Includes Ports in the Ghent/Hamburg Range and Inland Points Via such Ports.  |
| France/Iberia  | - Includes Atlantic Coast Ports in France and Atlantic Coast Ports in Spain and Portugal and Inland Points Via such Ports.   |
| United Kingdom | - Includes Ports in England, Scotland, Wales, Northern Ireland and the Republic of Ireland and Inland Points Via such Ports.   |
| Scandinavia    | - Includes Ports in Denmark, Iceland, Finland, Norway, Sweden, and Baltic Ports in the Kiel/Leningrad Range and Inland Points Via such Ports.  |
| Mediterranean  | - Includes Ports in the Mediterranean Sea in the Gibraltar, Spain/Oran, Algeria Range, including Ports in the Adriatic, Aegean and Black Seas and Islands therein, and Inland Points Via such Ports. |
| Morocco        | - Includes Mediterranean and Atlantic Ports in Morocco and Inland Points Via such Ports.   |
| Africa         | - Includes West, South and East Africa Ports in the El Asion/Berbera Range, exclusive of Berbera and including the Malagasy Republic and Inland Points Via such Ports.                               |
| Middle East    | - Includes Ports on the Red Sea, Gulf of Aden, Arabian Sea, Persian  |

Gulf and the Gulf of Oman in the Berbera/Karachi Range inclusive of Berbera and exclusive of Karachi and Inland Points Via such Ports.

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| India/Burma                              | - Includes Ports in the Karachi/Rangoon Range and those in Sri Lanka and Inland Points via such Ports.   |
| Far East                                 | - Includes Ports in Japan, Hong Kong, Philippines, Taiwan, Korea, China, Kampuchea and Vietnam and Inland Points Via such Ports.                                     |
| Russia                                   | - Includes All Ports in the Union of Soviet Socialist Republic not otherwise named above and Inland Points Via such Ports.   |
| South China Sea                          | - Includes Ports in Malaysia, Singapore and Thailand and Inland Points Via such Ports.   |
| Indonesia                                | - Includes Ports in Indonesia and Inland Points Via such Ports.  |
| Australasia                              | - Includes Ports in Australia, New Zealand, and South Pacific Islands, and Inland Points Via such Ports.   |
| East Coast of Central America and Mexico | - Includes East Coast Ports of Central America and Mexico in Mexico, Belize, Guatemala, Honduras, Nicaragua, Costa Rica and Panama and Inland Points Via such Ports. |
| East Coast of South America              | - Includes East Coast Ports of South America in Colombia, Guyana, Suriname, French Guiana, Brazil, Uruguay and Argentina and Inland Points Via such Ports.           |
| West Coast of Central America and Mexico | - Includes West Coast Ports of Central America in Mexico, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica and Panama and Inland Points Via such Ports.       |

- West Coast of South America - Includes West Coast Ports of South America in Colombia, Ecuador, Peru and Chile and Inland Points Via such Ports.
- Venezuela - Includes Ports in Venezuela and Inland Points Via such Ports.
- Caribbean - Includes Ports in the Bahamas, Caymen Islands, Dominican Republic, Guadeloupe, Haiti, Jamaica, Leeward and Windward Islands, Martinique, Trinidad and Tobago, Turks and Caicos Islands and the Virgin Islands (British) and Inland Points Via such Ports.
- Canada - Includes Ports in Canada and Inland Points Via such Ports.

INLAND POINT(S):	INTERCHANGE PORT(S):
Worldwide Points (As specified above)	Worldwide Ports (As specified above)

C. INTERMODAL THROUGH RATES:

Intermodal through rates published in this tariff are single-factor through rates and apply only from, to and via the ports and points specifically filed in the individual TRIs filed in this Tariff.

D. TRANSFER OF CARGO AT CARRIER'S CONVENIENCE:

The following shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. Carrier may pick-up or delivered shipments at a port other than the originally intended port, for transfer to another Port of Loading, or to the originally intended Port of Discharge. In no event shall any such such transfer or arrangements under which it is performed 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 loaded or cleared through the port originally intended.

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Rule 2 APPLICATION OF RATES AND CHARGES

Eff: 1/1/2019     Symbol: I

1. Rates apply from end of ship's tackle at Port of Loading to end of ship's tackle at Port of Discharge or From/To Inland Point at Origin/Destination To/From Port of Loading/Discharge and, unless otherwise specifically provided, do not include Lighterage, Terminal Handling, Wharfage or any other Accessorial Charges which are established by Custom of the Port, by Port or Local Tariffs or by U.S. Customs. Any Accessorial Charges which are assessed against the cargo will be for the account of the cargo, even if the Carrier is responsible for the collection thereof.

2. Rates are stated in terms of U.S. Currency and apply per 1,000 Kilos (W) or 1 Cubic Meter (M), as indicated, whichever 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 WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

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, except as otherwise provided in this Tariff.

4. Except as otherwise provided, rates do not include Marine Insurance or Consular Fees.

5. For Outbound Cargo, description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Custom Declaration or Export Declaration covering the shipment. Carrier MUST verify the Bill of Lading description with the validated United States Custom Declaration, Custom Entry or Export Declaration including Schedule "B" Number and Dock Receipt. 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.

If Shippers are not covered by a Shipper's Export Declaration as permitted by Export Control Regulations, Shippers must type on B/L "No SED required as per Rule 30.78" and insert the applicable commodity Schedule B number in the Line-copy of the Bill of Lading.

On Outbound Cargo, for shipment of commodities on which the applicable rate is determined on the basis of a value scale, Shippers must insert the value of the goods as declared for Customs purposes in the Line copy of the Bill of Lading in addition to the commodity Schedule B number.

6. Unless otherwise specified, when the rates 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 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. At Shipper's request, rates may be predicated on a value lower than the Bill of Lading limit of value or on an Ad Valorem basis.

8. Except as otherwise provided, rates apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S. or Refrigerated Cargo, N.O.S. rate will apply. (For definition of Hazardous Cargo, see Rule 16)

9. Wherever rates are provided for named articles, 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. Unless otherwise provided, Breakbulk and LCL Rates apply on cargo delivered to Carrier's Terminal. Containers are to be picked up at Carrier's CY, and chassis or flatbed must be provided by the Shipper.

11. 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 if in conformity with the Shipping Act of 1984, the Ocean Shipping Reform Act of 1998 and Federal Maritime Commission Regulations, by tariff publication, any affected rate or rates in order to meet such conditions."

12. For the movement of cargo From/To Inland Points, at Shipper's request, the Ocean Carrier will arrange for transportation Via Overland Carrier. Overland Carriers will be utilized on an availability of service basis and NOT restricted to any preferred Carriers, except as Carrier deems necessary to guarantee safe and efficient movement of said cargo.

Carrier shall NOT be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Carrier.

13. Commodities which are restricted to "Stowage on Deck" in accordance with Code of Federal Regulations (Title 46, Shipping, Parts 146-149) shall be accorded the rates for Dangerous Cargo.

14. MIXED SHIPMENTS/MIXED COMMODITIES:

Where commodity descriptions in this tariff name more than one commodity, rates shall apply on mixed shipments of 2 or more of the commodities named, in any combination thereof.

15. ADVANCE CHARGES - CARRIER ARRANGED SERVICE:  
On port-to-port shipments, Shipper may request Carrier to arrange for pick-up service at origin and/or delivery service at destination. Carrier will arrange for pick-up and/or delivery service and Carrier shall advance all charges for such services arranged on behalf of the Shipper.

16. HAZARDOUS CARGO RATES:

Except as otherwise provided, TRIs filed in this tariff apply on Hazardous Cargo ONLY when the TRI Hazard Code is "HAZ". TRIs with the Hazard Code "NHZ" or absent a specific Hazard Code may NOT be applied to Hazardous Cargo unless the specific Commodity Description for the TRI applies for Hazardous or Dangerous cargo only.

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Rule 2-1 CARGO DECLARATION RULE

Eff: 1/1/2019 Symbol: I

A. Submission of Cargo Declaration Data; Deadline for Same: All shippers of cargo on board a vessel that will call in the United States, for U.S. import cargo, and foreign destination cargo on board a vessel that will call in the United States, must submit the information named below regarding such cargo to the Carrier in writing, including by electronic transmission, not later than 24 hours prior to the receipt of the cargo by the Carrier.

A1. 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. For example, a container containing 10 pallets with 200 cases shall be described as 200 cases. Generic descriptions such as "Cargo, NOS", "FAK", "Freight, All Kinds", "General Cargo", "Chemicals", "Foodstuffs", and "Said to Contain" are not acceptable descriptions.

A2. 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").

A3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.

A4. Internationally recognized hazardous material code when such materials are being shipped.

A5. Seal numbers for all seals affixed to the container.

B. 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 U.S. Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service. For the purpose of this term, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, published a valid and effective tariff, and posted the required financial security with the FMC.



B1. Any FMC licensed or registered NVOCC with a U.S. Customs bond that tenders cargo that will be on board a vessel when it calls in the United States and provides the required cargo declaration data for that cargo directly to the U.S. Customs Service shall also be required to fulfill the information requirements of Paragraph A above, regardless of the fact that the information has been submitted directly to U.S. Customs.

B2. NVOCC Co-Loading: For purposes of this subparagraph, the term "Master NVOCC" shall mean the NVOCC that is the customer of the VOCC and tenders co-loaded cargo to the VOCC in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the U.S. 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 U.S. Customs Service, but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the U.S. Customs Service, it shall be the obligation of the Master NVOCC to provide the VOCC with the information described in paragraph A with respect to all co-loaded cargo tendered to the VOCC by the Master NVOCC.

C. Failure to Provide Information; Denial of Permission to Load Cargo:

C1. Carrier may refuse to load any cargo tendered to it for which it has not received the data required by paragraph A of this Rule.

C2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the failure to provide 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 attorneys' fees, incurred in connection with such legal action.

D. Indemnification of Carrier: If Carrier is assessed a civil penalty or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, NVOCCs

and their agent(s) 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 and all costs incurred by the Carrier as a result of the denial of permission to unload cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts, and any other unpaid freights or charges, are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs, including attorneys' fees, incurred in connection with such legal action.

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## Rule 2-2     FDA PRIOR NOTICE RULE

Eff: 1/1/2019     Symbol: I

### 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) and 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 agency(ies) 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.

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Rule 2-3 CUSTOMS INSPECTION/DELAY OF CONTAINER AND CARGO

Eff: 1/1/2019 Symbol: I

Should any Customs Service or other governmental authority order or require cargo to be discharged or unloaded from container for inspection or examination, or should any Customs Service or other governmental authority impound, seize or detain cargo or container for any reason, all charges and expenses, including any applicable demurrage, detention or per diem charges, will be for the account of the cargo. Moreover, Carrier will assume no risk or liability for the actions or omissions of such Customs Services, governmental authorities or their agents.

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Rule 3 RATE APPLICABILITY RULE

Eff: 1/1/2019 Symbol: I

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 Common Carrier or its agent (including originating Carriers in the case of rates for through transportation).

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Rule 4 HEAVY LIFT

Eff: 1/1/2019 Symbol: I

Not Applicable.

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Rule 5 EXTRA LENGTH

Eff: 1/1/2019     Symbol: I

Not Applicable.

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Rule 6     MINIMUM BILL OF LADING CHARGES

Eff: 13 JUL 2007     Symbol: I

The Minimum Charge per Bill of Lading, unless otherwise provided in individual TRIs, shall be the rate applicable to 1 ton of cargo (1000 Kilos or 1 CBM, W/M), as freighted.

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Rule 7     PAYMENT OF FREIGHT CHARGES

Eff: 1/1/2019     Symbol: I

The rates provided herein apply in United States Currency and all charges must be prepaid in United States Currency or its equivalent in freely convertible currency. Collect shipments can be accepted only by prior agreement in which case the rate of exchange ruling the day of receipt of cargo by Carrier, in accordance with Rule 3, shall apply.

Full freight and charges to Port of Discharge as defined in Bill of Lading shall be considered earned and payable without refund in whole or in part upon receipt of the goods by the Carrier, vessel and/or cargo lost or not lost.

Except as otherwise provided in this Tariff, all rates and charges shown herein are to be collected in United States Currency in the United States not later than the time of receipt of cargo by Carrier.

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Rule 8     BILL(S) OF LADING

Eff: 1/1/2019     Symbol: I

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:

RECEIVED in apparent good order and condition from the Shipper, or Shipper's agent, the number of containers or other packages or units said by Shipper to contain the goods described in the "Particulars Furnished by Shipper"

to be transported from the Port of Loading to the Port of Discharge, or so near thereto as the carrying vessel, or other craft used can get, lie and leave always in safety and afloat under all conditions of tide, water and weather, and there to be delivered to Consignee or On-Carrier on payment of all charges due thereon. Carrier makes no representation as to the correctness of the particulars furnished by the Shipper.

In accepting this Bill of Lading, the Shipper, Consignee, holder hereof and the owners of the goods agree, the same as if signed by each of them, that the receipt, custody, carriage, relay, delivery and any transshipping of the goods are subject to the terms appearing on the face and back hereof, which shall govern the relations, whatsoever they may be between Shipper, Consignee, the owners of the goods and any holder hereof and Carrier, its agents, contractors, employees, master and vessel in every contingency occurring and whether Carrier be acting as such or bailee Carrier shall have the right to stow containers, vans or trailers on deck and without notice as per Clause 9. The terms hereof shall not be deemed waived by Carrier except by written waiver signed by Carrier or its duly authorized agent.

Where specifically provided in Carrier's tariff insurance coverage will be issued of the type and for the value specified on the face of the Bill of Lading up to the maximum coverage in effect at that time. The terms of the insurance will be subject to the governing tariff and Carrier's applicable insurance policies, which are available for inspection at Carrier's general offices. Failure to indicate the type of coverage and/or to declare the value of the goods on the face of the Bill of Lading will result in no insurance coverage, unless the insurance provisions of the governing Tariff apply by their own terms.

1. CLAUSE PARAMOUNT. 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, except as otherwise provided herein. The defenses and limitations of said Act shall apply to goods whether carried on or under deck to carriage of goods between U.S. Ports or between Non-U.S. Ports, before the goods are loaded on and after they are discharged from vessel, and throughout the entire time the goods are in the actual custody of Carrier, whether acting as Carrier, bailee or stevedore.

If this Bill of Lading is issued in or the goods are delivered to a locality where there is in force a compulsorily applicable Carriage of Goods by Sea Act ordinance or statute similar to the International Con-

vention for the Unification of Certain Rules relating to Bills of Lading dated at Brussels, August 25, 1924, then it is subject to such Act, ordinance or statute before the goods are loaded on and after they are discharged from the vessel and throughout the entire time the goods in the actual custody of Carrier, whether acting as Carrier, bailee or stevedore.

Carrier shall be entitled to the full benefit of all rights and immunity under and all limitations of or exemptions from liability contained in any law of the United States or any other place whose law shall be compulsorily applicable. If any term of this Bill of Lading be repugnant to the Carrier of Goods by Sea Act of the United States or any other law compulsorily applicable, such term only shall be void to that extent but no further.

This Bill of Lading shall be construed and the right of the parties hereunder determined according to the laws of the United States.

2. PARTIES COVERED. If the vessel or other craft in use is not owned by or chartered by demise to Carrier this Bill of Lading shall take effect for purposes of limitation or liability only, as a contract with the owner or demise charterer, as the case may be. If it shall be adjudged that any person other than the owner or demise charterer (including the master, time charterer agents, stevedores, lashers, watchmen and other independent contractors) is the Carrier or bailee of the goods, or is otherwise liable in contract or in tort, all rights, exemptions and limitations of liability provided by law and by the terms of this Bill of Lading shall be available to such other persons. In contracting for the foregoing rights, exemptions and limitations of liability Carrier is acting as agent and trustee for the persons above mentioned. Particulars of the ownership of the vessel or other craft used may be obtained from Carrier or its agents.

3. SCOPE OF VOYAGE. The voyage herein contracted for shall include ports in or out of the advertised, geographical, usual or ordinary route or order. The vessel may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once, may before or after proceeding toward the Port of Discharge, make trial trips or tests, take fuel or stores at any port in or out of the regular course of the voyage, sail with or without pilots, tow and be towed, and save or attempt to save life, vessels in distress or other property and all of the foregoing are included in the contract voyage.

Carrier shall have the right, without notice to substitute or employ a vessel, watercraft, or other means rather than the vessel named herein to perform all or part of the carriage. When the Port of Destination or Discharge is not served by Carrier's vessels, Carrier may at any intermediate port, Break Bulk of cargo shipped in containers. It is hereby understood and agreed that any transfer, transshipment or substitution of vessels shall not constitute a deviation.

4. RISK AND LIBERTIES. In any situation which in the judgement of Carrier or the master is likely to give rise to risk of seizure, arrest, detention, damage, delay to, or loss of any goods or the vessel, or to make it imprudent for any other reason to receive, keep or load the goods or continue the voyage, or discharge the goods, Carrier or the master shall have the right (a) to decline to receive, keep or load the goods or to discharge or devan them at any convenient port or place and to require the Shipper or person entitled thereto to take delivery and if he fails to do so, to store them at the risk and expense of the goods, or (b) to discharge or devan the goods into any lighter, craft, depot or other place, or (c) to retain the goods on board until the return trip or until such time as Carrier or the master deems advisable or (d) to substitute another vessel or to transship or forward the goods, or any part thereof, by any means, but always at the risk and expense of the goods. Any disposition of the goods pursuant to this clause shall constitute complete performance of this contract by Carrier who shall be free of further responsibility. For any and all service rendered as herein provided, Carrier shall be entitled to reasonable extra compensation and shall have a lien on the goods.

Goods shut out or not loaded on a vessel for any reason can be forwarded on a subsequent vessel or by feeder-ships, lighters, aircraft, trucks, trains or other means in addition to the ocean vessel or its substitute to accomplish the carriage herein.

5. GOVERNMENTAL ORDERS. Carrier or the master shall have liberty to comply with any orders, directions, regulations, requests or suggestions given by or received from the government of any nation or by any person purporting to act with the authority of such government. Any disposition of the goods pursuant to this clause shall constitute completion of the contract of carriage by Carrier, and the goods thereafter shall be solely at their own risk and expense.

6. PACKING OF CONTAINERS-SHIPPER'S GUARANTY-INDEMNITY. Carrier shall not be responsible for the safe and proper



stowing of cargo in containers if such containers are packed by the Shipper or Shipper's agent and no responsibility shall attach to Carrier for any loss or damage caused to contents by shifting, overloading, or failure to label or properly chock, lash or pack the goods in the container or within their individual packages. The Shipper or Shipper's agent shall properly seal containers loaded by them. The Shipper or its agent, shall carefully inspect and clean containers, if necessary, before packing them. Acceptance and packing of the containers shall be prima facie evidence that the containers were sound, clean and suitable for use and shall relieve Carrier of responsibility for any damage to goods carried resulting from the condition of the container used. "Containers" as used herein include all types of containers for dry, liquid, and perishable cargo, as well as vans and trailers.

The Shipper, Consignee, holder thereof and owner of the goods agree to be liable for and shall hold harmless and indemnify Carrier for any injury, loss or damage, including fines, penalties and reasonable attorney's fees arising from the Shipper's failure to properly describe, label, stow or secure the goods in containers or to clean containers and also for damage or expense caused by the goods to the containers, other property, or for injury or death to persons.

7. PERISHABLE GOODS. Goods or foods of a perishable nature will be carried in ordinary containers, vans or trailers and without special protective services unless there is noted on the face of the Bill of Lading that such perishable goods will be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped container, van or trailer in accordance with protective services and charges offered in Carrier's tariff.

The Shipper, Consignee, holder thereof and owner of the goods agree to be responsible for the operation of temperature controlled equipment, including maintenance and repair during all times before containers, vans or trailers are delivered to Carrier at the Port of Loading and after delivery by Carrier at the Port of Discharge.

When a loaded container, van or trailer is received, Carrier will set the thermostatic controls to maintain air temperature in the container to within a range of plus or minus 5 Degrees Fahrenheit of the temperature requested by the Shipper on the face hereof.

8. LIVE ANIMALS. Live Animals, Birds, and Fish are received, kept and carried solely at Shipper's risk of accident, disease or mortality and without warranty or

undertaking whatsoever by Carrier.

9. STOWAGE ON DECK. Goods stowed in any covered-in-space or loaded in a container, van or trailer carried on deck shall be deemed to be stowed under deck for all purposes, including General Average and the Carriage of Goods by Sea Act, the Hague Rules or other compulsorily applicable legislation.

10. TRANSSHIPMENT. If the goods are destined for a port or destination not served by Carrier or other Carriers serving through routes, then the goods will be trans-shipped or forwarded at the Port of Discharge served by Carrier(s) vessel(s), or other mode of transport in such case. Carrier or Participating Carriers will have no further duty or responsibility whatsoever as Carrier, this Bill of Lading operating only as a document of title thereafter.

11. DELIVERY AND STORAGE. Except at ports where Carrier delivers goods directly to the Consignee, delivery shall take place and Carrier shall have no further responsibility when the goods are landed upon a safe dock, lighter or other craft and custody is taken by port or government authorities, terminal operator or lighterman. At ports where Carrier delivers goods to Consignee if the Consignee does not take delivery as soon as the goods are ready, the goods shall thereafter be at their own risk and expense. Carrier shall have the right but not the duty to store containers in the open before loading or after discharge.

12. EXPENSES, FINES. The Shipper and Consignee shall be liable for, and shall indemnify Carrier and vessel and hold them harmless against and Carrier shall have a lien on the goods for all expenses and charges of mending, cooperating, repairing, fumigating, devanning, restowing, storing or reconditioning, and all expenses incurred for the benefit or protection of the goods, also for any payment, duty, fine or other expenses, including but not limited to court costs, expenses, and other reasonable attorney's fees incurred or levied upon Carrier or the vessel in connection with the goods because of Shipper's failure to comply with any laws or regulations.

13. FREIGHT, LIENS, QUANTITY. Freight shall be payable at Carrier's option on gross weight, measurement ton, or on value as set forth in Carrier's tariff. Carrier shall have the right, but not the duty, to open packages or containers and, if Shipper's particulars are found to be erroneous, the Shipper, Consignee and the goods shall be liable for the correct freight charge and any expenses incurred in examining, weighing, measuring or valuing the goods.

Full freight to the Port of Discharge named on the face of this document and all Advance Charges against the goods shall be considered completely earned on receipt of the goods by Carrier, even though the vessel or goods are damaged or lost or the voyage is frustrated or abandoned.

All sums payable to Carrier are due when incurred and shall be paid in full in United States Currency or at Carrier's option, in its equivalent in the currency of the Port of Loading or the Ports of Discharge, or as specified in tariffs or conference agreements.

The Shipper, Consignee, holder hereof, and owners of the goods shall be jointly and severally liable to Carrier for the payment of all freight, demurrage, General Average and other charges, including but not limited to court costs, expenses and reasonable attorneys fees incurred in collecting sums due Carrier. Payment of ocean freight and charges to a Freight Forwarder, Broker or anyone other than Carrier or its authorized agent, shall not be deemed payment to the Carrier and shall be made at payors sole risk.

Carrier shall have a lien on the goods which shall survive delivery for all charges due and may without notice, enforce this lien by public or private sale of the goods and other property belonging to the Shipper, Consignee, holder hereof or owner of the goods, which may be in Carrier's possession.

14. BOTH TO BLAME COLLISIONS. If the vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, manner, pilot or of the servants of Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or her owner's 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 ship or ships or objects other than, or in addition to the colliding ships or objects are at fault in respect of a collision, contact, stranding or other accident.

15. GENERAL AVERAGE. General Average shall be adjusted, stated and settled according to York Antwerp Rules 1974, except Rule XXII thereof at the place selected by Carrier, and as to matters not provided for by these Rules, according to the laws and usage at the Port of New York. Average agreement or bond and such additional security as may be required by Carrier must be furnished before delivery of the goods.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, Carrier is not responsible by statute, contract or otherwise, the goods, the Shipper and the Consignee shall contribute with 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 goods. If a salvaging ship is owned or operated by Carrier, salvage shall be paid for as fully and in the same manner as if the salvaging ship belonged to strangers. Cargo shall pay its contribution to General Average even when such average is the result of fault, neglect or error of the master, pilot or crew. The Shippers and Consignees expressly renounce all codes, statutes, laws or regulations which might otherwise apply.

16. FIRE. Carrier shall not be liable for any loss or damage to goods occurring at any time, even though before loading on or after discharge from the vessel, by reasons or by means of any fire whatsoever, unless such fire shall be caused by the actual fault or privity of Carrier.

17. VALUATION. In the event of loss, damage or delay to or in connection with goods exceeding in actual value the equivalent of \$500 in lawful money of the United States, per package, 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 unit, unless the nature and higher value of goods have been declared by the Shipper herein and extra charges paid as provided in Carrier's tariff. However, Carrier's liability shall not exceed the invoice value of the goods. The word "package" shall, in addition to its regular use, also include a container used to ship either Household Goods, Freight, All Kinds, or any other goods shipped under a Lump Sum rate, a Liquid Tank or Dry Bulk Container, Van or Reefer Trailer Cargo shipped on a skid, cradle, pallet or unitized load, group or assemblage, and any container used to ship goods which are not specifically described in the Bill of Lading as goods shipped in packages. When

the U.S. Carriage of Goods by Sea Act does not apply of its own force, any compulsorily applicable limitation lower than the \$500 limitation shall apply in place of the \$500 limitation.

In no event shall the Carrier be liable for more than the damage actually sustained by the Cargo. Carrier shall not be liable for any consequential or special damages, and shall have the option of replacing and/or repairing any damaged goods.

18. NOTICE OF CLAIM-TIME FOR SUIT-JURISDICTION. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the Port of Discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by Carrier of the goods as described in the Bill of Lading. In the case of General Cargo which is not perishable, if the loss or damage is not apparent, notice must be given within twenty-four hours after the loss or damage becomes apparent, but must be given no later than seventy-two hours after delivery. In the case of Perishable Goods, notice must in all cases be given no later than twenty-four hours after delivery.

Carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier or vessel until jurisdiction shall have been obtained over Carrier or the vessel or both by service of process thereon.

19. FINAL AGREEMENT. All prior agreements, dock receipts or freight engagements for the shipment of the goods and all other arrangements are superseded by this Bill of Lading and Freight Tariff Rules and Regulations on file with the Federal Maritime Commission and Interstate Commerce Commission in the case of through transportation, which are incorporated herein by reference and form part of this Bill of Lading as set forth herein at length. Copies of the Freight Tariff Rules and Regulations are available upon request.

20. SHIPPER'S WARRANTIES. The Shipper warrants that he is the owner of and entitled to possession of the goods or has the authority of the owner and all persons entitled to possession of the goods to agree to the terms hereof.

21. THROUGH AND ON BOARD BILLS OF LADING. When used in or endorsed on this Bill of Lading, the words "ON BOARD" shall mean on board the exporting vessel or on board another mode of transportation operated by or on behalf of the Originating Carrier and enroute to the Port of Loading for loading aboard the Participating Carrier's ship.

This Bill of Lading shall have effect while the containers, goods and packages are in the custody of the vessel or Carrier, its agents, its servants and its independent contractors. In the case of through transportation subject to this bill, the care, custody, and carriage of the containers, goods and packages during any period in which a Participating Carrier or its contract or agent is in possession of the goods shall be the sole responsibility of the Participating Carrier and shall be subject to the terms and conditions of the Bill of Lading or other transportation contract of the Participating Carrier and to all applicable government laws and regulations governing the operations and liability of the Participating Carrier, shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery or any loss or damage occurring while the goods are not in its actual custody. If loss or damage occurs after receipt of the goods as acknowledged by this Bill of Lading, the liability therefore, if any, shall be that of Carrier the extent caused by Carrier and shall be that of a Participating Carrier to the extent caused by such Participating Carrier. Copies of Participating Carrier's Bill of Lading Forms are available from such Carrier or its agents on request. At all times when goods are in the care, custody or control of a Participating Land Carrier, such Carrier shall be entitled to all rights, privileges, liens, limitations of and exonerations from liability, optional or discretionary rights, or rights of indemnity granted to any Carrier hereunder to the full extent permitted to Participating Carriers under any rules and regulations and laws relating to Carriers.

22. CLAIMS. Claims for physical loss of or damage to the goods may be filed against Carrier which agrees to process said claims to conclusion. It is agreed that in the event of payment of any such claims by Carrier or its agent, it shall automatically be subrogated to all the rights of the Shipper or Consignee against all others, including Participating Carriers, on account of such loss or damage. Claims must be filed and suit commenced within the time limits provided by law and the terms of the Bill of Lading and tariff of the Carrier which had, or is deemed in accordance with the paragraph to have had, custody of the goods when the loss or damage

occurred. When the loss or damage occurs during Carrier custody or control but it cannot be established which Carrier hereunder had custody or control of the goods at the time of loss or damage, it shall be deemed, as between the Shipper or Consignee and any Carrier hereunder, that the loss or damage occurred aboard the ship while in custody or control of Carrier.

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#### Rule 9 FREIGHT FORWARDER COMPENSATION

Eff: 1/1/2019 Symbol: I

#### 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: 1.25%.
5. Compensation will not be due or payable on the following:

- a. Advance Charges.
- b. Temporary Freight Charges or Emergency Surcharges.
- c. Bulk Cargoes and Lumber exempted from the posting requirements of the Shipping Act, 1984 and the Ocean Shipping Reform Act of 1998.
- d. Military Sealift Command or Military Traffic Management Command Cargoes.
- e. Currency Adjustments.

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Rule 10     SURCHARGES AND ARBITRARIES

Eff: 1/1/2019     Symbol: I

Not Applicable.

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Rule 11     MINIMUM QUANTITY RATES

Eff: 13 JUL 2007     Symbol: I

When two or more TRIs 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), will be applicable to the contents of the container(s), 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.

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Rule 12     AD VALOREM RATES

Eff: 1/1/2019     Symbol: I

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 and 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.

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Rule 13    TRANSSHIPMENT

Eff: 1/1/2019    Symbol: I

Not Applicable.

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Rule 14    CO-LOADING IN FOREIGN COMMERCE

Eff: 1/1/2019    Symbol: I

Co-loading is the combining of cargo, in the import or export foreign commerce of the U.S. by two or more NVOCC's for tendering to an Ocean Carrier under the name of one or more of the NVOCC's.

EXTENT OF  
ACTIVITY:

Carrier participates in co-loading agreements on a Carrier to Carrier relationship. Carrier shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its cargo has been co-loaded.

and/or

Carrier participates in co-loading on a Shipper/Carrier relationship meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the co-loaded cargo. Carrier shall co-load cargo at its discretion and shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Where Carrier is the tendering NVOCC, Carrier shall be responsible to the receiving NVOCC for payment of any charges for the

transportation of the cargo.

LIABILITY: Carrier's liability to the Shipper shall be as specified on the Shipper's Bill of Lading regardless of whether or not the cargo has been co-loaded.

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Rule 15 OPEN RATES IN FOREIGN COMMERCE

Eff: 1/1/2019 Symbol: I

Not Applicable.

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Rule 16 HAZARDOUS CARGO

Eff: 1/1/2019 Symbol: I

1. Explosives, Inflammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's option of acceptance and to special booking arrangements.
2. In the event the authorities at destination take the position that cargo is corrosive, inflammable, explosive or injurious, the owners of such cargo shall take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice (and notwithstanding any custom of the port to the contrary), may discharge such cargo into lighter or other conveyance at the risk of the owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the port authorities or the storage or reception of same, to be for account of the Consignees, and/or owners and/or Shippers of such cargo.
3. The transportation of Explosives will be governed by the United States Code of Federal Regulations, i.e. CFR Title 46, Shipping Parts 146-149 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the International Maritime Organization, 4 Albert Embankment, London, England SE1 7SR as listed below:

- Class 1. Explosives.
2. Gases; Compressed, Liquified or Dissolved under Pressure.
  3. Inflammable Liquids.

4. Inflammable Solids.
5. Oxidizing Substances and Organic Peroxide.
6. Poison and Infectious Substances.
7. Radioactive Substances.
8. Corrosives.
9. Miscellaneous Dangerous Substances.

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Rule 17 GREEN SALTED HIDES IN FOREIGN COMMERCE

Eff: 1/1/2019 Symbol: I

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.

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Rule 18 RETURNED CARGO IN FOREIGN COMMERCE

Eff: 1/1/2019 Symbol: I

Not Applicable.

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Rule 19 SHIPPERS REQUESTS IN FOREIGN COMMERCE

Eff: 13 JUL 2007 Symbol: I

Any Shipper may transmit his requests and complaints as hereinafter defined to the Carrier in writing by mail, courier, facsimile or telex. Requests and Complaints are to be sent directly to the Carrier at the address shown in the Tariff Record.

As used in this Tariff, the phrase "Requests and Complaints" means any communication requesting a change in tariff rates, rules or regulations; objecting to rate increase or other tariff charges; and protests against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for

rate information, sailing schedules, space availability and the like are not included in the foregoing.

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Rule 20    OVERCHARGE CLAIMS

Eff: 1/1/2019    Symbol: I

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).

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Rule 21    USE OF CARRIER EQUIPMENT

Eff: 1/1/2019    Symbol: I

Carrier provides no equipment of its own. Should Shipper or Consignee request the use of underlying Carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying Vessel-Operating Common Carrier shall be for the account of the cargo.

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Rule 22    AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE

Eff: 1/1/2019    Symbol: I

Not Applicable.

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Rule 23 CARRIER TERMINAL RULES AND CHARGES

Eff: 1/1/2019 Symbol: I

Not Applicable.

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Rule 24 NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS

Eff: 1/1/2019 Symbol: C

A. BONDING OF NVOCCs:

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 583.4 to ensure the financial responsibility of the Carrier for the payment of any judgement for damages arising from its transportation-related activities, order for reparations issued pursuant to Section 11 of the Shipping Act of 1984 or penalties assessed pursuant to Section 13 of the Shipping Act of 1984.

2. Bond No. 56386

3. Name of Surety Company that issued the bond:

American Alternative Insurance Corporation  
555 College Road East  
Princeton, NJ 08540

B. RESIDENT AGENT:

1. 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.

2. 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.

3. Name and Address of Resident Agent:

Pride Ocean Lines, Inc.  
2200 Broening Highway  
Suite 230

Baltimore, MD 21224

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Rule 25 CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

Eff: 1/1/2019 Symbol: I

A. In accordance with the Non-Vessel-Operating Common Carrier Amendments of 1990, Public Law 98-237, 98 Stat. 56, and 46 CFR Sec. 515.27, each Shipper who is a Non-Vessel-Operating Common Carrier ("NVOCC") shall provide to Carrier prior to tendering any shipment, evidence as may be acceptable to the Carrier and the Federal Maritime Commission ("FMC") that such NVOCC is tariffed and bonded as required by Section 8 and 19 of the Shipping Act of 1984, as amended and the Ocean Shipping Reform Act of 1998.

B. If any Non-Vessel-Operating Common Carrier provides a false or misleading certification to Carrier, either of its status or of it having posted a tariff and filed a 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.

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Rule 26 TIME/VOLUME RATES IN FOREIGN COMMERCE

Eff: 1/1/2019 Symbol: I

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)
<hr/> (Signature)	<hr/> (Signature)

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Rule 27 LOYALTY CONTRACTS IN FOREIGN COMMERCE

Eff: 1/1/2019 Symbol: I

Not Applicable.

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Rule 28 DEFINITIONS

Eff: 13 JUL 2007 Symbol: I

FCL - means Full Container Load

FOREIGN DESTINATION PORT GROUP - means all destination ports in foreign countries as described in Rule 1.B.

FOREIGN DEST POINT GROUP - means all destination points in foreign countries as described in Rule 1.B.

FOREIGN ORIGIN POINT GROUP - means all origin points in foreign countries as described in Rule 1.B.

FOREIGN ORIGIN PORT GROUP - means all origin ports in foreign countries as described in Rule 1.B.

LCL - means Less Than Full Container Load

TRI - means Tariff Rate Item which includes the Origin, Destination, Rate Basis, Rate, Effective Date, Expiration Date, Filing Date, Symbol and Shipment Codes applicable to a specific rate item.

US DESTINATION POINT GROUP - means all destination points in the United States as described in Rule 1.A.

US DESTINATION PORT GROUP - means all destination ports in the United States as described in Rule 1.

US ORIGIN POINT GROUP - means all origin points in the United States as described in Rule 1.A.

US ORIGIN PORT GROUP - means all origin ports in the United States as described in Rule 1.

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#### Rule 29    SYMBOLS

Eff: 1/1/2019    Symbol: I

| RATE BASIS |                   | HAZARD CODES |                     |
|------------|-------------------|--------------|---------------------|
| AV         | Ad Valorem        | A            | IMO Stow Category A |
| EA         | Each (As Defined) | B            | IMO Stow Category B |
| LS         | Lump Sum          | C            | IMO Stow Category c |
| M          | Measure           | D            | IMO Stow Category D |
| MBF        | 1000 Board Feet   | E            | IMO Stow Category E |
| PC         | Per Container     | HAZ          | Hazardous           |
| W          | Weight            | NHZ          | Non-Hazardous       |
| WM         | Weight/Measure    | N/A          | Not Applicable      |

#### CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

##### SIZES

|     |                        |
|-----|------------------------|
| 20  | 20FT                   |
| 40  | 40FT    8'6"           |
| 40B | 40FT    9'6" HIGH CUBE |
| 40X | 40FT    ANY HEIGHT     |
| 45X | 45FT    ANY HEIGHT     |

##### TYPES

|     |                      |    |               |
|-----|----------------------|----|---------------|
| AC  | Atmosphere Control   | OT | Open Top      |
| DF  | Drop Frame           | PC | Dry           |
| FB  | Flat Bed             | PL | Platform      |
| FR  | Flat Rack            | RE | Reefer        |
| GC  | Garment Container    | TC | Tank          |
| HH  | Half Height          | TL | Top Loader    |
| IN  | Insulated            | TR | Trailer       |
| N/A | Non-Containerized    | VR | Vehicle Racks |
|     | Cargo/Not Applicable |    |               |

##### TEMPERATURE

|    |                               |
|----|-------------------------------|
| AC | Artificial Atmosphere Control |
|----|-------------------------------|

##### SERVICE

|   |      |
|---|------|
| D | Door |
|---|------|

|     |                              |   |                           |
|-----|------------------------------|---|---------------------------|
| CLD | Chilled                      | M | Motor                     |
| FRZ | Frozen                       | R | Rail Yard                 |
| HTD | Heated                       | S | Container Freight Station |
| N/A | Not Applicable/Not Operating | U | Rail Siding               |
| RF  | Refrigerated                 | X | Team Tracks               |
| VEN | Ventilated                   | Y | Container Yard            |

# SYMBOL EXPLANATION

A.....Increase  
C.....Change in wording which results in neither Increase nor Reduction  
E.....Expiration  
I.....New or Initial Matter  
R.....Reduction  
P.....Extension of Service to Additional Port(S)  
S.....Special Case Matter  
T.....Terminal Rates, Charges or Provisions over which carrier has no control  
W.....Same Day Withdrawal of Erroneous Data  
X.....Exemption for Controlled Carrier Date in U.S./Bilateral Trades  
x.....Times (Measurement to Weight Ratio Factor)  
%.....Percent  
'.....Foot (Feet)  
".....Inch(es)  
&.....And  
\$.....Dollar(s)  
/.....or (Per)

## INLAND TRANSPORTATION MODES

## WEIGHT

|     |                |     |                       |
|-----|----------------|-----|-----------------------|
| B   | Barge          | KGS | Kilograms             |
| M   | Motor          | KT  | 1000 Kgs (Metric Ton) |
| MB  | Motor/Barge    | LBS | Pounds                |
| MR  | Motor/Rail     | LT  | Long Ton (2240 LBS)   |
| N/A | Not Applicable | ST  | Short Ton (2000 LBS)  |
| R   | Rail           |     |                       |
| RB  | Rail/Barge     |     |                       |

## VOLUME

## LENGTH, WIDTH AND HEIGHT

|     |             |    |             |
|-----|-------------|----|-------------|
| CBM | Cubic Meter | CM | Centimeters |
| CFT | Cubic Feet  | FT | Feet        |
|     |             | IN | Inches      |
|     |             | M  | Meters      |

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## Rule 30 ACCESS TO TARIFF INFORMATION

Eff: 1 JAN 2019 Symbol: I

In accordance with 46 C.F.R. Section 520.9, Carrier's tariff is available for public inspection at tariff publisher's internet website. This internet tariff location is listed on the Federal Maritime Commission's website, at [www.fmc.gov](http://www.fmc.gov), pursuant to 46 C.F.R. Section 520.3(e).

Requests for assistance with tariff access should be directed to:

Pride Ocean Lines, Inc.  
2200 Broening Highway Suite 230  
Baltimore MD 21224

Tel: 410-633-0033  
Fax: 410-633-0036  
Email: [cindym@pridebaltimore.com](mailto:cindym@pridebaltimore.com)

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Rule 31 SEASONAL DISCONTINUANCE

Eff: 1/1/2019 Symbol: I

Not Applicable.

~~~~~  
Rule 32 MILITARY CARGO TERMS

Eff: 1/1/2019 Symbol: I

Not Applicable.

~~~~~  
Rule 33 PROJECT RATES

Eff: 1/1/2019 Symbol: I

Not Applicable.

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Rule 34 TERMINAL TARIFFS

Eff: 1/1/2019 Symbol: I

Not Applicable.

\*\*Revision effective 1/1/2019\*\*\*

RULES TARIFF Rev. 1/1/2019

Organization name:

Pride Ocean Lines, Inc. (Carrier) Organization No. 015256 FMC License  
No.015256F,  
Address: 2200 Broening Highway Suite 230 Baltimore MD 21224 Tel: 410-633-0033

Tariff record:

Organization name: Pride Ocean Lines Inc. (Carrier) Organization no.: 01526 FMC  
License no.: 015256F, Address: 2200 Broening Highway Suite 230 Baltimore MD  
21224 Tel: 410-633-0033

Rules Tariff (Originally no. 002 dated 1Jan2019)

Cindy Milligan 2200 Broening Highway Suite 230 Baltimore MD 21224

Default unit of measurement: Pounds, Kilograms, Cubic Feet, Cubic Meter

Currency Units: USD

Destination USA to Worldwide Destinations

I hereby certify that all information contained in the tariff is true and  
accurate and no unlawful alterations will be permitted.

**Prominent Notice: Carrier will exclusively utilize Negotiated Rate Arrangement (NRA) in lieu of tariff rate filing in accordance with regulations of the FMC where permitted or applicable as per 46CFR 520 & 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.pridebaltimore.com](http://www.pridebaltimore.com) contains the terms and conditions are further applicable to the shipment.**