

**RULE #1: SCOPE - THROUGH RATES/INTERMODAL TRANSPORTATION**

EFFECTIVE DATE: 11/01/09

- A) Points of Origin and/or Destination and interchange ports will be specified in individual TLI's.
- B) Unless specifically provided in individual rate items, TLI's will apply to/from points and will apply via motor/rail/water or any combination thereof via the routes specified in TLI's.
- C) Carrier's liability for through transportation is set forth in carrier's Combined Transport Bill of Lading. For terms and conditions of carrier's liability see Rule 8, Clauses 4, 29, 30 and 31

**RULE #2: SCOPE**

EFFECTIVE DATE: 11/01/09

Rules and conditions named herein apply to the transportation of cargo between ports and points listed in Paragraph A and ports and points listed in Paragraph B.

- A) Between ALL PORTS /POINTS OF CALL in the following; GROUP: DOMESTIC COUNTRIES includes; America Samoa Puerto Rico Guam United States Johnston Atoll US Virgin Islands Midway Islands Wake Island Northern Mariana Islands
  - 1) GROUP: US BASE PORTS includes; (See Note)
    - a)GROUP: ATLANTIC BASE PORTS includes; Baltimore, MD Norfolk Boston, MA Philadelphia, PA Charleston, SC Savannah, GA Miami, FL Wilmington, NC New York, NY
    - b) GROUP: GULF BASE PORTS includes; Houston, TX New Orleans, LA Mobile, AL Tampa, FL
    - c)GROUP: PACIFIC BASE PORTS includes; Long Beach, CA San Francisco, CA Los Angeles, CA Seattle, WA Oakland, CA Tacoma, WA Portland, OR
    - d) GROUP: GREAT LAKES BASE PORTS includes; Chicago, IL
    - e)Pago Pago, AQ Rota, CQ Guam, GQ San Juan, RQ Johnston Atoll, JQ Saint Croix, VQ Midway Island, MQ Wake Island, WQ
- B) AND ALL PORTS/POINTS OF CALL in the following Countries To/From Which Rates Apply: 1) GROUP: EUROPE COUNTRIES includes; Austria Hungary Belgium Liechtenstein Czechoslovakia Luxembourg France Netherlands Germany Switzerland
  - a)GROUP: EUROPE BASE PORTS includes; (See Note) Antwerp, BE Hamburg, GM Bremen, GM Rotterdam, NL Bremerhaven, GM FRENCH ATLANTIC BASE PORTS
  - b) GROUP: FRENCH ATLANTIC BASE PORTS includes; LeHavre, FR
- 2) GROUP: UK COUNTRIES includes; Guernsey Man, Isle of Ireland St. Helena Jersey United Kingdom
  - a)GROUP: UK BASE PORTS includes; (See Note) Felixstowe, UK London, UK Liverpool, UK Manchester, UK
- 3) GROUP: SCANDINAVIA COUNTRIES includes; Denmark Jan Mayen Faroe Islands Norway Finland Svalbard Greenland Sweden Iceland
  - a)GROUP: SCANDINAVIA BASE PORTS incl; (See Note) Aarhus, DA Thule, GL Gothenburg, SW Trondheim, NO Helsinki, FI Vaag, FO Reykjavik, IC
- 4) 4) GROUP: BALTIC COUNTRIES includes; Poland Union of Soviet Socialist Republic
  - a)GROUP: BALTIC BASE PORTS includes; (See Note) Gdansk, PL Leningrad, UR
- 5) GROUP: MED COUNTRIES includes; Albania Libya Algeria Malta Andorra Monaco Cyprus Morocco France Portugal Gaza Strip San Marino Gibraltar Spain Greece Syria Israel Tunisia Italy Vatican City Lebanon Yugoslavia
  - a)GROUP: MED BASE PORTS includes; (See Note) Bar, YO Monaco, MN Beirut, LE Oran, AG Bilbao, SP Piraeus, GR Durazzo, AL Tangier, MO Gibraltar, GI Tripoli, LV Haifa, IS Tunis, TS Latakia, SY Valetta, MT Leghorn, IT MED FRANCE BASE PORTS
  - b) GROUP: MED FRANCE BASE PORTS includes; (See Note) Fos Sur Mer, FR
- 6) GROUP: BLACK SEA COUNTRIES includes; Bulgaria Turkey Romania Union of Soviet Socialist Republic
  - a)a) GROUP: BLACK SEA BASE PORTS includes; (See Note)Braila, RO Lom, BU Istanbul, TU Odessa, UR

- 7) GROUP: MID-EAST COUNTRIES includes; Bahrain Oman Egypt Qatar Iran Saudi Arabia Iraq United Arab Emirates Iraq-Saudi Arabia Neutral Zone West Bank Jordan Yemen Kuwait
  - a)GROUP: MID EAST BASE PORTS includes; (See Note) Abu Dhabi, TC Damman, SA Alexandria, EG Doha, QA Aqaba, JO Hodeidah, YM Baghdad, IZ Kuwait, KU Bahrain, BA Muscat, MU Bandar Abbas
- 8) GROUP: INDIA SUB-CONTINENT COUNTRIES includes; Afghanistan Maldives Bangladesh Nepal Bhutan Pakistan Burma Sri Lanka India
  - a)GROUP: INDIA SUB-CONT BASE PORTS incl;(See Note) Bombay, IN Pasni, PK Chittagong, BG Rangoon, BM Colombo, CE
- 9) 9) GROUP: SE ASIA COUNTRIES includes; Cambodia Thailand Laos Vietnam Malaysia
  - a)GROUP: SE ASIA BASE PORTS includes; (See Note) Bangkok, TH Hanoi, VM Cheko, CB Kelang, MY
- 10) 10) GROUP: FAR EAST COUNTRIES includes; Hong Kong Philippines Indonesia Singapore Japan Taiwan Korea, Democratic People's Rep Korea, Republic of
  - a)GROUP: FAR EAST BASE PORTS includes; (See Note) Busan, KS Keelung, TW Djakarta, ID Kobe, JA Gensan, KN Manila, RP Hong Kong, HK JAPAN BASE PORTS TAIWAN BASE PORTS
  - b) GROUP: TAIWAN BASE PORTS includes; Kaohsiung, TW Keelung, TW
  - c)GROUP: JAPAN BASE PORTS includes; Kobe, JA Tokyo, JA Osaka, JA Yokohama, JA
- 11) GROUP: ASIA COUNTRIES NOS includes; China Mongolia Macau Paracel Islands
  - a)a) GROUP: ASIA BASE PORTS NOS includes; (See Note) Macao, CH Macau, MC
- 12) 12) GROUP: SOUTH PACIFIC COUNTRIES includes; Ashmore and Cartier New Caledonia Islands New Zealand Australia Niue Baker Island Norfolk Island Brunei Palmyra Atoll Christmas Island Papua New Guinea Cocos (Keelung) Islands Pitcairn Islands Cook Islands Solomon Islands Coral Sea Islands Spratly Islands Federated States of Tokelau Micronesia Tonga Fiji Tromelin Island French Polynesia Trust Territory of Heard Island and McDonald the Pacific Island Tuvalu Howland Island Vanuatu Jarvis Island Wallis and Futuna Kingman Reef Western Samoa Kiribati Marshall Islands Nauru
  - a)GROUP: SOUTH PACIFIC BASE PORTS incl; (See Note) Auckland, NZ Port Moresby, PP Auki, BP Port Vila, NH Brunei Town, BX Rarotonga, CW Ebeye, RM Saipan, PS Haapia, TN Suva, FJ Nauru Island, NR Sydney, AS Niue Island, NE Tarawa, KR Noumea, NC Tuvalu, TV Papeete, FP AUSTRALIA BASE PORTS NEW ZEALAND BASE PORTS
  - b) GROUP: AUSTRALIA BASE PORTS includes; Adelaide, AS Melbourne, AS Brisbane, AS Sydney, AS
  - c)GROUP: NEW ZEALAND BASE PORTS includes; Auckland, NZ Wellington, NZ Lyttleton, NZ
- 13) GROUP: AFRICA COUNTRIES includes; Angola Madagascar Bassas Da India Malawi Benin Mali Botswana Mauritania Burkina Mauritius Burundi Mayotte Cameroon Morocco Cape Verde Mozambique Central African Republic Namibia Chad Niger Comoros Nigeria Congo Reunion Djibouti Rwanda Equatorial Guinea Sao Tome and Principe Ethiopia Senegal Europa Island Seychelles Gabon Sierra Leone Gambia, The Somalia Ghana South Africa Glorioso Islands Sudan Guinea Swaziland Guinea-Bissau Tanzania, United Rep. of Ivory Coast Togo Juan De Nova Island Uganda Kenya Western Sahara Lesotho Zaire Liberia Zambia Zimbabwe
  - a)GROUP: AFRICA BASE PORTS includes; (See Note) Abidjan, IV Luba, EK Assab, ET Mahe, SE Banjul, GA Maputo, MZ Berbera, SO Matadi, CG Bissau, PU Mombasa, KE Casablanca, MO Monrovia, LI Conakry, GV Moroni, CN Cotonou, BN Nouakchott, MR Dakar, SG Pointe Des Galets, RE Dar Es Salaam, SG Pointe Noire, CF Djibouti, DJ Port Gentil, GB Douala, CM Port Louis, MP Durban, SF Port Sudan, SU Freetown, SL Praia, CV Jinja, UG Principe, TP Lagos, NI Tamatave, MA Lome, TO Tema, GH Luanda, AO Walvis Bay, WA
- 14) GROUP: SOUTH AMERICA COUNTRIES includes; Argentina Falkland Islands Belize French Guiana Bolivia Guyana Brazil Paraguay Chile Peru Colombia Suriname Ecuador Uruguay Venezuela a) GROUP: SOUTH AMERICA BASE PORTS incl; (See Note) Albina, NS Lima, PE Antofagasta, CI Montevideo, UY Belize City, BH Buenos Aires, AR Puerto Cabello, VE Cayenne, FG Santos, BR Georgetown, GY Tolu, CO Guaqui, BL Villeta, PA Guayaquil, EC
- 15) GROUP: CENTRAL AMERICA COUNTRIES includes; Costa Rica Mexico El Salvador Nicaragua Guatemala Panama Honduras
  - a)GROUP: CENTRAL AMERICA BASE PORTS incl; (Note) Colon, PM San Salvador, ES Managua, NU Santo Tomas, GT Puerto Cortes, HO Veracruz, MX Puerto Limon, CS

- 16) GROUP: CARIBBEAN COUNTRIES includes; Anguilla Guadeloupe Antigua and Barbuda Haiti Aruba Jamaica Bahamas, The Martinique Barbados Montserrat Bermuda Navassa Island British Virgin Islands Netherlands Antilles Cayman Islands St Kitts and Nevis Cuba St Lucia Dominica St Vincent and the Dominican Republic Grenadines Grenada Trinidad and Tobago Turks and Caicos Islands
- a)GROUP: CARIBBEAN BASE PORTS includes; (See Note) Antigua, AC Pointe a Pitre, GP Basseterre, SC Port au Prince, HA Bridgetown, BB Port Castries, TD Port of Spain, TD Fort De France, MB Roseau, DO Freeport, BF Saint Georges, GJ Georgetown, CJ Salt Cay, TK Hamilton, BD Santa Clara, CU Kingston, JM Santo Domingo, DR Kingstown, VC The Road, AV Tortola, VI Plymouth, MH
- 17) GROUP: FOREIGN COUNTRIES NOS includes; Antarctica French Southern and Bouvet Island Antarctic Canada South Georgia and the Clipperton Island South SA St Pierre and Miquelon a) GROUP: FOREIGN BASE PORTS NOS incl; (See Note) Montreal, CA St Pierre, SB

NOTE: Base Port Groups also apply as interchange ports.

**RULE #3: TARIFF ORIGIN SCOPE**

EFFECTIVE DATE: 11/01/09

Rules, regulations and rates published herein apply BETWEEN United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points AND Worldwide Ports and Points as specified in Rule 1.A and in the Individual Tariff Line Items (TLI's) of this Tariff:

U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD

Boston, MA

Jacksonville, FL

Miami, FL

New York, NY

Newark, NJ

Norfolk VA

Philadelphia, PA

Savannah, GA

Wilmington, NC

U.S. GULF COAST BASE PORTS: (GCBP)

Houston, TX

New Orleans, LA

U.S. PACIFIC COAST BASE PORTS: (PCBP)

San Diego, CA

Los Angeles, CA

Long Beach, CA

Oakland, CA

San Francisco, CA

Portland, OR

Seattle, WA

Tacoma, WA

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 are 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.

This tariff number 020573-001 is published by Distribution-Publications, Inc. (DPI) on the web at <http://www.dpiusa.com>.

#### **RULE #4: MIXED COMMODITIES**

EFFECTIVE DATE: 11/01/09

##### 1. GENERAL APPLICATION

When two or more commodities are shipped at one time by one shipper to one consignee to one destination on one Bill of Lading for which different rates are provided in this tariff, the separate rate applicable to each commodity will apply, except as follows:

- a. If actual weights and/or measurements for each commodity are not obtainable, charges for the entire shipment will be computed at the rate applicable to the highest rated commodity in the shipment.
- b. If two or more commodities are tendered in a shipper packed container and the rates for one or more commodities are subject to a minimum requirement per container, the rate to apply on each commodity will be the rate which would apply if such commodity were tendered as a straight shipment with a weight, measure or package/carton count the same as the weight, measure or package/ carton count of the mixed shipment in the container.

The minimum requirement for each container will be the highest applicable to any commodity in the container and any deficit in weight, measurement or package/carton count will be charged for at the highest applicable rate to any commodity in the container.

This rule will only apply when actual weights and/or measurements for each commodity in each container are declared on the Bill of Lading. In the event a lower charge results as assessing the rate applicable to each commodity, such lower charge will apply.

- c. If two or more commodities are tendered in a shipper packed container and if there is a per container rate applicable to each commodity, then the highest applicable per container rate will apply.

##### 2. APPLICATION FOR MIXED COMMODITY RATE ITEMS IN CHAPTER 99 ONLY:

Rate Items in Chapter 99 of all Rate Sections shall be subject to a minimum of three (3) commodities per container with no one commodity exceeding 70% of the cargo weight per container unless otherwise specified in the item. A packing list is required prior to the vessel sailing.

#### **RULE #5: HAZARDOUS SURCHARGE FEE**

EFFECTIVE DATE: 11/01/09

Except as otherwise provided in individual commodity items a Hazardous Surcharge Fee shall apply as follows:

From all U.S. Ports/Points To all World Ports/Points - \$20.00 WM as Freight, Min. \$50.00.

#### **RULE #6: APPLICATION OF RATES AND CHARGES ON MIXED SHIPMENTS**

EFFECTIVE DATE: 11/01/09

##### 1. General Application

When two or more commodities are shipped at one time by one shipper to one consignee to one destination on one Bill of Lading for which different rates are provided in this tariff, the separate rate applicable to each commodity will apply, except as follows:

- a. If actual weights and/or measurements for each commodity are not obtainable, charges for the entire shipment will be computed at the rate applicable to the highest rated commodity in the shipment.
- b. If two or more commodities are tendered in a shipper packed container and the rates for one or more commodities are subject to a minimum requirement per container, the rate to apply on each commodity will be the rate which would apply if such commodity were tendered as a straight shipment with a weight, measure or package/carton count the same as the weight, measure or package/carton count of the mixed shipment in the container. The minimum requirement for each container will be the highest applicable to any commodity in the container and any deficit in weight, measurement or package/carton count will be charged for at the highest applicable rate to any commodity in the container.

This rule will only apply when actual weights and/or measurements for each commodity in each container are declared on the Bill of Lading. In the event a lower charge results by assessing the rate applicable to each commodity, such lower charge will apply.

- c. If two or more commodities are tendered in a shipper packed container and if there is a per container rate applicable to each commodity, then the highest applicable per container rate will apply.

2. Application for Mixed Commodity Rate Items in Chapter 99 only:  
Rate Items in Chapter 99 of all Rate Sections shall be subject to a minimum of three (3) commodities per container with no one commodity exceeding 70% of the cargo weight per container unless otherwise specified in the item. A packing list is required prior to the vessel sailing.

**RULE #7: APPLICATION OF RATES AND CHARGES**

EFFECTIVE DATE: 11/01/09

- A. Rates as published herein are stated in terms of United States Currency and apply per weight ton of 1000 Kilos (W) or measurement ton of 1 Cubic Meter (M), whichever produces the greater revenue, in accordance with the specifications of the applicable rate.
- B.
  - a. 1. Rates as published herein apply between port/ point of loading and port/point of discharge, and unless otherwise specifically provided within individual commodity descriptions do not include terminal, handling, wharfage, marine insurance or any other accessorial charges which are established by Custom of the Port, by Port Tariffs, or by U.S. Customs. Any accessorial charges which are assessed against the cargo will be for the account of the cargo.
  - b. Rates applying FROM/TO GROUPS named in Rule 1 shall apply from all places named in the GROUPS. GROUP NAMES preceded by an "O-" will apply as an ORIGIN GROUP. GROUP NAMES preceded by a "D-" will apply as DESTINATION GROUP.

EXAMPLE: O-ATLANTIC BASE PORTS will apply "from" those ports named in Rule 1(A)(1)(a) whereas D-ATLANTIC BASE PORTS will apply "to" those ports named in Rule 1(A)(1)(a).

3. Packages containing articles of more than one description shall be charged on the basis on the rate provided for the highest rated articles contained therein.  
Rates as provided apply only on pieces or packages not exceeding 22,400 pounds or 1200 cubic feet or which, because of its width, length or height cannot be wholly loaded within a container.
4. Rates applying to/from WORLD POINTS and/or U.S. POINTS as stated in Rule 1 will apply via motor/rail/water services or any combination thereof, via routes stated in individual rate items. If no origin/destination is named, rates shall apply from all origins to all destinations via all routes.
5. Rates applying from/to U.S. PORTS shall apply via All-Water Service (AW) unless routing is specifically designated in individual TLIs indicating mode of inland transportation.  
DESCRIPTION OF SERVICE ----- Except as otherwise provided all rates and charges in this tariff are applicable to the transportation of general commodities in containers and apply via the services noted below.
  - a. DOOR (D) AT ORIGIN - applies when the cargo is loaded on shipper's premises at shipper's expenses. Rate includes inland transportation form shipper's premises to carrier's designated facility.
  - b. AT DESTINATION - applies when the cargo is loaded on consignee's premises at consignee's expenses. Rate includes inland transportation from carrier's facility to the consignee's premises.
  - c. HOUSE (H), OCEAN PORT (O), CONTAINER YARD (Y) OR TERMINAL (T) AT ORIGIN - applies when the empty container is made available to the shipper at carrier's designated facility. Rate does NOT include pick- up, loading or return of loaded container to carrier's designated facility.
  - d. AT DESTINATION - applies when the loaded container is made available to the consignee at carrier's designated facility. Rate does NOT include, delivery, unloading or return of empty container to carrier's designated facility.
  - e. MOTOR (M) OR RAIL (R) AT ORIGIN - applies when the empty container is made available to the shipper at carrier's container depot. Rate does NOT include pick-up, loading or return of loaded container to carrier's designated MOTOR (M) or RAIL (R) terminal. Rate includes all inland transportation from MOTOR (M) or RAIL (R) terminal to carrier's facility.
  - f. AT DESTINATION - applies when the loaded container is made available to the consignee at carrier's MOTOR (M) or RAIL (R) terminal. Rates do NOT include delivery, unloading or return of empty container to carrier's designated container depot. Rate includes all inland transportation from carrier's facility to MOTOR (M) or RAIL (R) terminal.
  - g. CONTAINER FREIGHT STATION (S) AT ORIGIN - applies when the shipper delivers LCL cargo to carrier's container freight station at shipper's expense.
  - h. AT DESTINATION - applies when the consignee picks up LCL cargo at carrier's container freight station at consignee's expense.

- i. PIER (P) AT ORIGIN - applies when the shipper delivers cargo to carrier's designated facility at shipper's expense. Rate includes loading the container by the carrier.
  - j. AT DESTINATION - applies when the consignee picks up cargo at carrier's designated facility at consignee's expense. Rate includes unloading the container by the carrier.
6. PROHIBITED OR RESTRICTED ARTICLES ----- Except as otherwise provided, the following articles will not be handled unless prior arrangements have been made with carrier:
- a. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with carrier.
  - b. Cargo which because of its inherent vice is likely to impregnate or otherwise damage carrier's containers or other cargo.
  - c. Cargo which requires protection from heat or cold.
  - d. Bank bills, coin or currency, deeds, drafts, notes or valuable paper of any kind; jewelry including costume or 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.
  - e. Animals, Birds and Fish, alive.
7. MARKING OF FREIGHT ----- Each single carton, package or other separate article MUST be plainly and durably marked with the name and address of the shipper and the name and address of the consignee.
8. INSURANCE ----- Rates named herein do not include Marine Insurance, and no premiums for account of shipper may be absorbed by the carrier.

LIMITATION OF SERVICE -----

- a. The carrier is not obligated under this tariff to transport property for which suitable equipment is not available, nor is transportation to be performed under impractical or unsafe circumstances in the judgment of the carrier.
  - b. Nothing in this tariff shall be construed as to create any obligation for the carrier to institute or maintain any service from or to any places named herein, and all rates, rules and regulations will apply when services so mentioned are operating.
9. PARTS ----- Wherever rates are provided on articles named herein, the same rates will apply on parts of such articles, except where specific rates are provided for such parts.
10. FREE TIME AND DEMURRAGE -----
- a. EXPORT Cargo delivered for a specific sailing is allowed a basic period of 10 (ten) days free time. (See Note)
  - b. IMPORT A period of 5 (five) days free time exclusive of Saturdays, Sundays, and legal holidays will be allowed for import cargo (See Note)

NOTE: Free Time allowed and Demurrage assessed will be for the account or cargo.

11. DISPOSITION OF FRACTIONS -----

- a. FRACTIONAL CUBIC FEET - Each item on the Bill of Lading shall be considered separately. On a single package of less than one cubic foot it shall be freighted at one cubic foot. On a single package in excess of one cubic foot, if the fraction is less than one half cubic foot, it shall be dropped. If the fraction is one-half cubic foot or over, it shall be taken to the next cubic foot. On each item on a Bill of Lading consisting of two or more packages, actual fractions shall be used to determine the total measurement of all the packages. Where the total results in a fraction, such fraction shall be dropped if less than one-half cubic foot. If the fraction is one-half cubic foot or over, it shall be taken to the next full cubic foot. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be the "outside" measurement of that dimension.
- b. FRACTIONAL INCHES - All fractions under one-half shall be dropped. All fractions over one-half inch shall be taken to the next full inch. Where a fraction of exactly one-half inch occurs in one dimension, it shall be taken to the next full inch. Where a fraction of exactly one-half inch occurs in two dimensions, the one on the smaller dimensions shall be taken to the full inch and the other dropped. However, if both dimensions are equal, increase one fraction to the next inch and drop the other. Where fractions of exactly one-half inch occur in three dimensions, those on the largest and smallest dimensions shall be taken to the next inch and the other dropped. However, if all three dimensions are equal, increase two of the fractions to the next full inch and drop the other. All irregular shaped objects will be measured by

multiplying the three dimensions and that the measurement used for each dimension will be "outside" measurement of that dimensions.

- c. FRACTIONAL DIMENSIONS - Cubic Measurement for the individual pieces or packages will be computed in accordance with the following rules regarding fraction of centimeters:
  - i. 1. All fractions under one-half (1/2) centimeter are to be dropped. 2. All fractions over one-half (1/2) centimeter are to be extended to the next full centimeter. 3. Where fractions of exactly one-half (1/2) centimeter occur on one dimension, it shall be extended to the next full centimeter. 4. When extending freight charges on Bills of Lading, the total measurement at each rate shall be rounded off to the nearest 1/1000 (one/one- thousandth) cubic meter. 5. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be the "outside" measurement of that dimension.

PACKAGING REQUIREMENTS ----- All cargo shall be properly packed in such manner as to protect it against damage from stowage in holds or handling in quantities along with other cargo in any customary manner required for usual sea dispatch.

12. FORCE MAJEURE ----- Force Majeure Clause: "Without prejudice to any rights or privileges of the carrier under covering Bills of Lading 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 carriers' operations, the carrier reserves the right to cancel any outstanding booking or contract of carriage, or to increase the rates if in conformity with the provisions of the Shipping Act, 1984."
13. METRIC CONVERSION ----- In areas where the metric system prevails the following conversion factors will apply:
  - a. 2,2046 lbs. = 1 kilos 2204.6 lbs. = 1000 kilos 35.31 cu. ft. = 1 cubic meter .3937 inch = 1 centimeter
14. SHIPPER LOAD AND COUNT ----- Where containers are loaded by shipper or his agent and sealed, carrier will accept such shipments subject to "Shipper's Load and Count" and Bill of Lading shall be so claused and carrier will not be responsible either directly or indirectly for damage resulting from improper loading or mixing of articles in the container or any discrepancy in count or concealed damage to articles. The shipper shall furnish carrier with a list of contents showing description of goods and the gross weight and cubic measurements of the contents of the container. Carrier reserves the right to open and inspect the contents of a container and so indicates on the Bill of Lading, resealing the container. When containers loaded with goods moving subject to shipper's load and count are delivered to consignee or his agent, consignee or his agent must furnish carrier with a claim-free receipt prior to release of container or contents for delivery.
15. RATES NOT SHOWN -----  
Where specific commodity rates are not provided, apply "Cargo, N.O.S." in the same section.

#### **RULE #8: RATE APPLICABILITY RULE**

EFFECTIVE 11/01/09

All tariff rates, rules and charges applicable to a given shipment will 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

#### **RULE #9: HEAVY LIFT**

EFFECTIVE: 11/01/09

Not Applicable

#### **RULE #10: EXTRA LENGTH**

EFFECTIVE: 11/01/09

Not Applicable

#### **RULE #11: MINIMUM BILL OF LADING CHARGES**

EFFECTIVE 11/01/09

Except as otherwise specifically provided herein, the minimum charge for a single shipment from one shipper to one consignee shall be as shown below:

Chicago/Harare, ZI - \$380.00 Detroit/Harare, ZI - \$380.00 New York/Harare, ZI - \$360.00

All Other Ports - \$120.00

## **RULE #12: PAYMENT OF FREIGHT CHARGES**

EFFECTIVE: 11/01/09

1. Freight charges must be prepaid, unless prior arrangements have been concluded accordance with the following provisions:
  - a. Prepaid Freight and Prepayment of Freight: When freight or charges are prepaid, Bill of Lading must not be issued except upon payment of such freight or charges in U.S. Dollars or in foreign currency based on the highest (numerical) Telegraphic Transfer Selling Rate of Exchange (TTS) for U.S. Dollars pursuant to Rule 3.
  - b. Collect Freight: Collect freight and charges must be paid to the ocean carrier prior to release of cargo at terminal ports of discharge.
  - c. Freight charges must be paid to the carrier before release of the cargo, unless prior arrangement to the contrary has been made with the carrier.
  - d. Freight charges and all other charges must be prepaid on shipments of: a) Household Goods b) Personal Effects c) Privately Owned Motor Vehicles d) Refused/Returned Shipments
  - e. In the event Consignee or his agent refuses to pay freight and other charges, and merchandise remains undeliverable thereby, Shipper guarantees and remains liable for full payment of freight and other charges, together with any expense incurred while awaiting deposition of the cargo.
2. Ocean freight and other Tariff charges are due and completely earned upon receipt of cargo by the Carrier, ship and/or cargo lost or not lost.
3. Currency Clause: Rates and Charges are quoted in United States of America 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 of this relationship, the Carrier reserves the right upon publication if in conformity with the provisions of the United States Shipping Act of 1984, as amended, to adjust the rates and charges as required to remove the adverse effects.
4. Freight and charges on collect shipments shall be paid for prior to the delivery of the cargo.
5. Prepayment of freight monies and charges at destination must be made in full for the complete original Bill of Lading quantity prior to the release of any original ocean Bill of Lading by the Carrier to the Shipper or his duly authorized licensed Freight Forwarder or his Agent.

## **RULE: #13: BILLS (S) OF LADING**

EFFECTIVE 11/01/09

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 not 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 and includes Carrier named on the face side hereof, the vessel, her owner, Master, operator, demise character, 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 feeder ship, 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, officers and crew of the vessel, all servants, agents, employees, representatives, and all stevedores, terminal operators, crane operators, watchmen, 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 and exonerations from liability provided by law or by the terms hereof shall be available to such other persons as herein described. In contracting for the foregoing exemptions, 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 the said beneficiaries are not entitled to any greater or further exemptions, 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 damage 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 therefore, 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 within 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 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 damage occurs after receipt of the Goods or packages hereunder, and it cannot be determined from the records of the 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 Carriers, 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 any arrangements for transportation by participating domestic or foreign Carriers of the Goods or packages carried hereunder, either before or after ocean carriage, it is understood and agreed that the ocean Carrier acts solely as agent of the Merchant, without any other responsibility whatsoever, and it assumes 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 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, Interstate Commerce Commission or any other regulatory body which governs a particular portion of this carriage, and the terms and provisions 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 provisions of the applicable Tariff or Tariffs are obtainable from the Carrier, Federal Maritime Commission, Interstate Commerce Commission or other regulatory body upon request. In the event of any conflict between the terms and provisions of such Tariff or Tariffs and the Terms and Conditions 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 authority of, the person owning and 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 to through transportation, the Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea or air transport 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 anytime 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 unreasonable 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 U.S. Carriage of Goods by 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

or control. The Carrier does not, however, accept any responsibility for the functioning of heated or refrigerated containers not owned or leased by Carrier.

5. 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, dry-dock with or without cargo on board, stop for repairs, shift berths, make trial trips or tests, take fuel or stores, remain in port, lie 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.
6. 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 parts 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, lie 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 cease. 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 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.
7. 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.
8. 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 thereupon terminate.

9. 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.
10. 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 or loss to the Carrier or 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 the Goods at the place of receipt of any other point in the combined transport and upon failure to do so, may warehouse the Goods at the risk and expense of the Goods, or the vessel, whether or not proceeding towards 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 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 is 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 herein above 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 Line or, at Carrier's option, on a vessel of another Line or by other mode of transportation. 20. Notwithstanding the foregoing, the Carrier shall neither be liable therefore, nor concluded as to, the correctness of any such marks, descriptions or representation.
11. 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.

12. 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.
13. 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 non-receipt or miss-description of such contents. Carrier shall have no responsibility or liability whatsoever therefore or for the packing, loading, securing and/or stowage of contents of such cargo units, or for loss or damage caused thereby or resulting there from, 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, represents, guarantees and warrants:

- (a) that the Goods are properly described, marked and safely and securely 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 shipments, and 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 that they have complied fully with all statutes, ordinances and regulations of the Department of Transportation of the United States of America and all other regulatory bodies with respect to labeling, packaging and preparation for shipment of all such Goods.

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

14. 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 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 addressing of containers, packages 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 or 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.

15. 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 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's) 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 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 amounts due to the Carrier, and for any failure of either or both to perform his or their obligations under the provisions of the 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 or 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 under and for the performance of this obligation of each of them hereunder.
16. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing lost Goods or repairing damaged Goods.
17. 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.
18. 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 privities. In any case where this exemption is not permitted by law, Carriers shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.
19. 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.

20. 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 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 restowing 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 the 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, laws or regulations which might otherwise apply.
21. 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 package, or in case of Goods not shipped in packages, per shipping unit, the value of the Goods shall be deemed to be \$500.00 per package or per shipping unit. The Carrier's liability, if any, shall be determined on the basis of a value of \$500.00 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 \$500.00 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 declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value and 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 things 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 \$500.00 with respect to each such package.
22. As to loss or damage to the Goods or packages occurring or presumed to have occurred during ocean voyage, unless notice of loss of 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.
23. As to loss or damage to the Goods or packages 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.

24. 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 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.
25. 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.
26. 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 #14: FREIGHT FORWARDER COMPENSATION**

EFFECTIVE: 11/01/09

##### A. Payments of Compensation

1. Compensation to a licensed ocean freight forwarder will be paid on the ocean segment of the transportation only to the extent of the value rendered in connection with any shipment dispatched on behalf of others when, and only when, such forwarder is licensed with the Federal Maritime Commission under the Shipping Act, 1984, and has performed with respect to such shipment the solicitation and securing of the cargo or the booking thereof, or otherwise has arranged for space for such cargo and has performed at least two of the following services.
2. The coordination of the movement of the cargo. (b) The preparation and processing of the ocean Bill of Lading. (c) The preparation and processing of dock receipts and delivery orders. (d) The preparation and processing of consular documents and export declarations; and (e) The payment of ocean freight charges on such shipments.

##### B. Rates of Compensation

1. Such compensation shall be based on percentage of the tariff rate for the commodity involved.
2. The applicable percentage shall be as shown below: (Applies on Export Shipments Only) FCL LCL --- ---  
2.5% 2.5%
3. Exceptions - 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 filing requirements of the Shipping Act, 1984.
  - (d) Military Sealift Command or Military Traffic Management Command cargoes.
  - (e) Terminal Handling Charge, Bunker Adjustment Factor, Currency Adjustment Factor or any surcharge named in the tariff.

#### **RULE: 15: SUEZ CANAL WAR RISK SURCHARGE**

EFFECTIVE: 11/01/09

A war risk surcharge as follows shall apply for shipments which ship via the Suez Canal.

\$10.00 per 20' container \$20.00 per 40' and 45' container

Special Charge ID: 11140,Suez Canal war risk surcharge,Y,25

- A. When: CONTAINER-SIZE is GT or EQ 20 And: CONTAINER-SIZE is LT or EQ 20X Then: TEMP1 = SELECT FROM SUEZ CANAL WAR RISK SURCHARGE Then: RESULT = TEMP1 \* 10USD

B. When: CONTAINER-SIZE is GT or EQ 40 And: CONTAINER-SIZE is LT or EQ 45X Then: TEMP1 = SELECT FROM SUEZ CANAL WAR RISK SURCHARGE Then: RESULT = TEMP1 \* 20USD

TABLE: SUEZ CANAL WAR RISK SURCHARGE ORIGIN COUNTRY Shipments NOT Shipments via the Suez Canal the Suez Canal USA 0 1

**RULE #16: CURRENCY ADJUSTMENT FACTOR (CAF)**

EFFECTIVE: 12/01/10

Except as otherwise provided, a Currency Adjustment Factor (CAF) shall apply as shown below:

DESTINATION ----- Australia 6.3% Japan 50% New Zealand 9.4% Korea 0.0% Taiwan 5% Singapore 9%

**RULE #17: WAR RISK SURCHARGE**

EFFECTIVE 12/01/10

- The following war risk surcharges shall apply for shipments from Pakistan:
  - \$150.00 per 20' container \$300.00 per 40' and 45' container
- The following war risk surcharges shall apply for shipments from Pakistan when shipped with Mediterranean Shipping Company:
  - \$175.00 per 20' container \$350.00 per 40' container
- The following war risk surcharges shall apply for shipments from Bahrain, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, United Arab Emirates:
  - \$125.00 per 20' container \$250.00 per 40' container
- The following war risk surcharges shall apply for shipments from Yemen:
  - \$180.00 per 20' container \$360.00 per 40' and 45' container
- The following war risk surcharges shall apply for shipments from Algeria, Egypt, Israel:
  - \$50.00 per 20' container \$100.00 per 40' container
- The following war risk surcharges shall apply for shipments from Djibouti, Kenya, United Republic of Tanzania:
  - \$90.00 per 20' container \$180.00 per 40' container
- The following war risk surcharges shall apply for shipments from India and Bangladesh:
  - \$10.00 per 20' container \$20.00 per 40' container

Special Charge ID: 11119,War risk surcharge,Y,25

1. When: ORIGIN is NOT 3:PAKISTAN And: ORIGIN is NOT 3:BAHRAIN And: ORIGIN is NOT 3:JORDAN And: ORIGIN is NOT 3:KUWAIT And: ORIGIN is NOT 3:LEBANON And: ORIGIN is NOT 3:OMAN And: ORIGIN is NOT 3:QATAR And: ORIGIN is NOT 3:SAUDI ARABIA And: ORIGIN is NOT 3:SYRIA And: ORIGIN is NOT 3:UNITED ARAB EMIRATES And: ORIGIN is NOT 3:YEMEN And: ORIGIN is NOT 3:ALGERIA And: ORIGIN is NOT 3:EGYPT And: ORIGIN is NOT 3:ISRAEL And: ORIGIN is NOT 3:DJIBOUTI And: ORIGIN is NOT 3:KENYA And: ORIGIN is NOT 3:TANZANIA UNITED REPUBLIC OF And: ORIGIN is NOT 3:INDIA And: ORIGIN is NOT 3:BANGLADESH Then: NOTHING
2. When: ALWAYS Then: RESULT = SELECT FROM WAR RISK SURCHARGE

TABLE: WAR RISK SURCHARGE COUNTRY 20' 40' 45' 20' WITH MED. SHIPPING CO. ALGERIA 50.00 100.00 - 50.00 BAHRAIN 125.00 250.00 - 125.00 BANGLADESH 10.00 20.00 - 10.00 DJIBOUTI 90.00 180.00 - 90.00 EGYPT 50.00 100.00 - 50.00 INDIA 10.00 20.00 - 10.00 ISRAEL 50.00 100.00 - 50.00 JORDAN 125.00 250.00 - 125.00 KENYA 90.00 180.00 - 90.00 KUWAIT 125.00 250.00 - 125.00 LEBANON 125.00 250.00 - 125.00 OMAN 125.00 250.00 - 125.00 PAKISTAN 150.00 300.00 300.00 175.00 QATAR 125.00 250.00 - 125.00 SAUDI ARABIA 125.00 250.00 - 125.00 SYRIA 125.00 250.00 - 125.00 TANZANIA UNITED REPUBLIC OF 90.00 180.00 - 90.00 UNITED ARAB EMIRATES 125.00 250.00 - 125.00 YEMEN 180.00 360.00 - 180.00

**RULE 18: BUNKER ADJUSTMENT FACTOR (BAF)**

EFFECTIVE: 01/01/11

Except as otherwise provided in individual commodity items a Bunker Adjustment Factor (BAF) Surcharge shall apply to all cargo as shown below:

DESTINATION WM MIN 20' 40'

From U.S. Atlantic and Gulf Base Ports:

Europe Countries \$121.00 \$242.00 UK Countries \$121.00 \$242.00

From U.S. Pacific Base Ports:

Europe Countries \$132.00 \$264.00 UK Countries \$132.00 \$264.00

### **RULE 19: MINIMUM QUANTITY RATES**

EFFECTIVE: 11/01/09

When two or more TLIs are named for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the TLI specifying a required minimum quantity (either weight or measurement per container or in containers), 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 TLI if the weight or measurement declared for rating purposes is increased to the minimum level

### **RULE 20: AD VALOREM RATES**

EFFECTIVE: 11/01/09

- A. The liability of the carrier as to the value of shipment 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 an additional charge based on the total declared valuation in addition to the stipulated rates applying on 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 and three quarters per cent (3-3/4%) of the value declared in excess of the said Bill of Lading Limit of Value and is in addition to the base rate.

### **RULE 21: CO-LOADING IN FOREIGN COMMERCE**

EFFECTIVE: 11/01/09

- A. The liability of the carrier as to the value of shipment 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 an additional charge based on the total declared valuation in addition to the stipulated rates applying on 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 and three quarters per cent (3-3/4%) of the value declared in excess of the said Bill of Lading Limit of Value and is in addition to the base rate.

### **RULE 22: HAZARDOUS CARGO**

EFFECTIVE: 11/01/09

- A. These terms apply to all commodities which bear standard caution labels as required by the "Code of Federal Regulations".
- B. Dangerous Cargo consists of those commodities which are required by the "Code of Federal Regulations" to be confined to on deck stowage only. Such commodities shall be assessed the Cargo, NOS rate, unless otherwise provided.
- C. Hazardous Cargo consists of those commodities for which on deck stowage is not required and which may be stowed under deck in conformity with "Code of Federal Regulations". Such commodities shall be assessed the Cargo, NOS rate unless otherwise provided.
- D. Carrier will hold shipper(s) solely responsible for any penalties and/or damages resulting from failure to comply with the foregoing.
- E. All shipments tendered pursuant to this rule are subject to prior booking with the carrier and are governed by the International Maritime Dangerous Goods Code and Code of Federal Regulations Title 46 Part 146.25 and Title 49 Parts 100-199.

- F. Included in the Foregoing are the regulations of the U.S. Department of Transportation set forth in 46 CFR 146.29, which specified that the following information requirements must accompany each shipment of hazardous goods from the U.S.
1. A 24 Hour Telephone Number It is required that the shipper provided on the shipper document (e.g. the Bill of Lading), a 24 hour emergency telephone number of a person or organization in foreign countries and in the U.S., having or having immediate access to, knowledge about the hazardous material and comprehensive emergency response and accident mitigation information for the material. The Carrier cannot accept shipments of chemicals and other hazardous materials which do not provide a 24 hour telephone number.
  2. Emergency Response Measures to Accompany the Cargo The following emergency response information must accompany each hazardous materials shipment and be kept with the vehicle/vessel operator: - a description of the hazardous material - immediate health hazard information and preliminary first aid measures - immediate precautions and methods of handling spills, leaks and fires, etc.
  3. NOS Shipments Must Show Technical Name. NOS Descriptions of hazardous goods on the shipping paper must be accompanied by the chemical's technical name. Any fines or penalties incurred due to the failure of the shippers to conform to the regulations will be for the account of the shipper. In addition shipper shall indemnify and hold carrier harmless from and against any liability for damage to property or person arising from the ocean or inland transportation and handling of hazardous cargoes, except where such liability is the exclusive fault of the carrier.

**RULE: 24: GREEN SALTED HIDES**

EFFECTIVE: 11/01/09

Not Applicable.

**RULE #25: OVERCHARGE CLAIMS**

EFFECTIVE: 11/01/09

All billed charges, whether prepaid or collect, are subject to correction if the description furnished by the shipper or shippers is found to be in error or if the weights or measurements are found to be incorrect.

Claims for refunds of excess freight charges will be allowed only when proof of error has been determined as indicated below and only when the original paid freight bill is submitted within 3 years of the date the cause of action accrues.

(See NOTE 1)

Claims for freight rate adjustment filed in writing shall be acknowledged by the carrier within twenty days of receipt by written notice to the claimant of the tariff provisions actually applied and claimant's rights under the Shipping Act, 1984.

Measurements:

1. Obvious error in calculation by the carrier. 2. By remeasurement by carrier at port of loading or discharge. 3. By joint measurement by carrier's agent and consignee of shipment at the port of discharge. 4. By remeasurement by a marine surveyor when requested by carrier's agent.

Weight:

By production of invoice or packing list certified by the supplier; or by production of public weigher's certificate.

Remeasurement or reweighing fees, cable expenses, and any other incidental charges are, in all cases, to be sustained by the party at fault.

NOTE 1: When for any reason claimant cannot provide the original paid freight bill (not photostats), a bond of indemnity must be submitted in lieu thereof.

**RULE #26: USE OF CARRIER EQUIPMENT**

EFFECTIVE: 11/01/09

Except as otherwise provided, Free Time allowed and Detention Charges assessed will be for the provisions of the underlying Vessel Operating Common Carrier Tariff and Equipment Interchange Agreements.

**RULE #27: TERMINAL HANDLING CHARGE PER SHIPMENT**

EFFECTIVE: 01/01/11

Except as otherwise provided in individual commodity items a Terminal Handling Charge (THC) shall apply as shown in the Table (THC) SHPMNT. TABLE: (THC) SHPMNT GROUP NAME PER SHIPMENT MIN CHARGE D-ASIA COUNTRIES NOS 50.00 D-BALTIC COUNTRIES 50.00 D-BLACK SEA COUNTRIES 50.00 D-CARIBBEAN COUNTRIES 50.00 D-CENTRAL AMERICA COUNTRIES 50.00 D-EUROPE COUNTRIES 50.00 D-FAR EAST COUNTRIES 50.00 D-INDIA SUB-CONT COUNTRIES 50.00 D-MED COUNTRIES 50.00 D-MID-EAST COUNTRIES 50.00 D-SCANDINAVIA COUNTRIES 50.00 D-SE ASIA COUNTRIES 50.00 D-SOUTH AMERICA COUNTRIES 50.00 D-SOUTH PACIFIC COUNTRIES 50.00 D-UK COUNTRIES 50.00 O-ASIA COUNTRIES NOS 50.00 O-BALTIC COUNTRIES 50.00 O-BLACK SEA COUNTRIES 50.00 O-CARIBBEAN COUNTRIES 50.00 O-CENTRAL AMERICA COUNTRIES 50.00 O-EUROPE COUNTRIES 50.00 O-FAR EAST COUNTRIES 50.00 O-INDIA SUB-CONT COUNTRIES 50.00 O-MED COUNTRIES 50.00 O-MID-EAST COUNTRIES 50.00 O-SCANDINAVIA COUNTRIES 50.00 O-SE ASIA COUNTRIES 50.00 O-SOUTH AMERICA COUNTRIES 50.00 O-SOUTH PACIFIC COUNTRIES 50.00 O-UK COUNTRIES 50.00

**RULE #28: TERMINAL HANDLING CHARE PER CONTAINER**

EFFECTIVE: 01/01/11

Except as otherwise provided in individual commodity items a Terminal Handling Charge (THC) shall apply as shown in the TABLE (THC) PC.

TABLE: (THC) PC GROUP NAME 20 USD D-AFRICA COUNTRIES 420.00 D-ASIA COUNTRIES NOS 420.00 D-BALTIC COUNTRIES 420.00 D-BLACK SEA COUNTRIES 420.00 D-CARIBBEAN COUNTRIES 420.00 D-CENTRAL AMERICA COUNTRIES 420.00 D-EUROPE COUNTRIES 420.00 D-FAR EAST COUNTRIES 420.00 D-FOREIGN COUNTRIES NOS 420.00 D-INDIA SUB-CONT COUNTRIES 420.00 D-MED COUNTRIES 420.00 D-MID-EAST COUNTRIES 420.00 D-SCANDINAVIA COUNTRIES 420.00 D-SE ASIA COUNTRIES 420.00 D-SOUTH AMERICA COUNTRIES 420.00 D-SOUTH PACIFIC COUNTRIES 420.00 D-UK COUNTRIES 420.00 O-AFRICA COUNTRIES 420.00 O-ASIA COUNTRIES NOS 420.00 O-BALTIC COUNTRIES 420.00 O-BLACK SEA COUNTRIES 420.00 O-CARIBBEAN COUNTRIES 420.00 O-CENTRAL AMERICA COUNTRIES 420.00 O-EUROPE COUNTRIES 420.00 O-FAR EAST COUNTRIES 420.00 O-FOREIGN COUNTRIES NOS 420.00 O-INDIA SUB-CONT COUNTRIES 420.00 O-MED COUNTRIES 420.00 O-MID-EAST COUNTRIES 420.00 O-SCANDINAVIA COUNTRIES 420.00 O-SE ASIA COUNTRIES 420.00 O-SOUTH AMERICA COUNTRIES 420.00 O-SOUTH PACIFIC COUNTRIES 420.00 O-UK COUNTRIES 420.00

**RULE #29: CARRIER TERMINAL RULES AND CHARGES**

EFFECTIVE: 01/01/11

Except as otherwise provide, provisions and charges for Carrier's Terminal Charges are as follows:

TERMINAL HANDLING CHARGE PER CONTAINER - See Rule 27 TERMINAL HANDLING CHARGE PER SHIPMENT – 28

**RULE #30: NVOCCS IN FOREIGN COMMERCE BOND**

EFFECTIVE: 11/01/09

A. BONDING OF NVOCC's

1. Carrier has filed with the Federal Maritime Commission a bond as required by regulations under 46 CFR 515 to ensure the financial responsibility of the Carrier for the payment of any judgment for damages arising from its transportation related activities, orders for reparations issued pursuant to section 11 of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, or penalties assessed pursuant to Section 13 thereof.
2. Bond No. 09RTS7122
3. Bond issued by: Roanoke Trade

B. AGENT FOR SERVICE OF PROCESS

1. Carrier's agent for the service of judicial and administrative process including subpoenas follows in paragraph 3. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the carrier's legal agent for service of process.
2. Service of administrative process, other than subpoenas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.
3. Agent for Service of Process Address: Not Applicable, Carrier is a U.S. Company

**RULE #31: CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE**

EFFECTIVE: 11/01/09

A. BONDING OF NVOCC's

1. Carrier has filed with the Federal Maritime Commission a bond as required by regulations under 46 CFR 515 to ensure the financial responsibility of the Carrier for the payment of any judgment for damages arising from its transportation related activities, orders for reparations issued pursuant to section 11 of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, or penalties assessed pursuant to Section 13 thereof.
2. Bond No. 09RTS7122
3. Bond issued by: Roanoke Trade

B. AGENT FOR SERVICE OF PROCESS

1. Carrier's agent for the service of judicial and administrative process including subpoenas follows in paragraph 3. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the carrier's legal agent for service of process.
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. Agent for Service of Process Address: Not Applicable, Carrier is a U.S. Company

**RULE #32: TIME/VOLUME RATES IN FOREIGN COMMERCE**

EFFECTIVE: 11/01/09

I confirm that I have full authority to give this acceptance. We agree to place the Time/Volume Rate (TVR) Number in the body of the Carrier's Bills of Lading and that any shipment which does not bear the TVR Number requirements of this TVR offering.

We further agree to place our name as shown in the signature below on the Bill of Lading, either as the shipper or as the consignee. In the event this requirement is not adhered to, such shipment will not be counted toward fulfilling the requirements of this TVR either.

We further acknowledge and accept the terms noted above Carrier's signature, and the applicability of Carrier's FMC Tariff No. 1, FMC No. 1.

\_\_\_\_\_  
 Name and Title  
 \_\_\_\_\_  
 Company (If more than one. list Affiliates)  
 \_\_\_\_\_  
 Date

This Acceptance is acknowledged by:  
 \_\_\_\_\_  
 Name and Title (Carrier)  
 \_\_\_\_\_  
 Date

Requirements:

1. In the event the shipper/consignee who has signed this TVR ships less than the minimum quantity, carrier shall assess the applicable tariff rate at the time of the Shipment.
2. For purposes of this TVR Rate offering: A 20' Container (TEU) shall equal 0.50 FEU A 40' Container (FEU) shall equal 1.00 FEU
3. Rate application is subject to governing tariff and for the purpose of calculation of volume; shipments shall be regarded as having been shipped according to the sailing date of the vessel from the Port of Loading, irrespective of the place of Carrier's receipt of cargo.
4. Shipment records will be maintained by carrier to support the application of this TVR offering shall be the enrollment form duly signed by the shipper/consignee as well as Carrier's Bill of Lading.
5. Shippers/consignee accepting this TVR offering will be assigned a TVR number which shall be referenced on each Bill of Lading covering cargo moving under this TVR offering. Any shipment which does not bear the TVR number on the Bill of Lading shall not be used to satisfy any requirement of this offering.
6. The name of the enrollee must appear in full style on the Bill of Lading as either the shipper or the consignee or both (and not only as the notify party) in order for the cargo represented by the Bill of Lading to be credited under this TVR offering.

7. Any cargo which is declined by the Carrier, due to inadequate space or shortage of equipment shall be counted as a reduction of the required number of FEU committed only is properly documented at the time booking is made with \_\_\_\_\_, in writing and rejected by that carrier and such documentation presented to the carrier.
8. Beyond its obligation as a common carrier, the carrier makes no commitment to any defined service level (such as assured space, transit time, equipment, port rotation or similar service features).
9. Once a Time Volume rate is accepted by one shipper, it shall remain in effect for the time specified, without amendment.
10. Shipper notices and shipment records supporting a Time Volume rate will be maintained by any offering carrier or conference for at least five years after any shipper's use of a Time Volume rate has ended.

**RULE #33: LOYALTY CONTRACTS IN FOREIGN COMMERCE**

EFFECTIVE: 11/01/09

Not Applicable

**RULE #34: DEFINITIONS**

EFFECTIVE: 11/01/09

Explanation of definitions as used throughout this tariff,

AW ..... All Water

BAF ..... Bunker Adjustment Factor

CAF ..... Currency Adjustment Factor

COFC ..... Container on Flat Car

DDC ..... Destination Delivery Charge

F ..... Fahrenheit

FCL ..... Full Container Load

FI ..... Free In to Vessel

FIO ..... Free In and Out to Vessel

FIO ST ..... Free In and Out, Stowed and Trimmed

FO ..... Free Out to Vessel

I.D. .... Inside Diameter

K.D. .... Knocked Down

Min ..... Minimum

MLB ..... Mini-Landbridge

N.O.S. .... Not Otherwise Specified

NVOCC ..... Non Vessel Operating Common Carrier

O.D. .... Outside Diameter

R/T ..... Revenue Ton

SOC ..... Shipper Owned Container

SOTC ..... Shipper Owned Tank Container

SU ..... Set Up

THC ..... Terminal Handling Charge

TLI ..... Tariff Line Item

TOFC ..... Trailer on Flat Car

Viz. .... Namely

VOCC ..... Vessel Operating Common Carrier

CARGO, N.O.S. - means articles not otherwise specified in individual commodity items of this tariff

CAUTION - means articles which may be subject to Rule No. 16

CO-LOADING - means 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.

DRY CARGO - means cargo other than that requiring temperature control.

EXPLOSIVE CARGO - means cargo falling within Class A, B and C explosives as defined in Rule 16.

LABEL CARGO - means cargo requiring White, Yellow, Red, Red Gas, Green Gas, Poison Gas and Tear Gas labels as shown. See Rule No. 16

MIXED SHIPMENT - means a shipment consisting of articles described in and rated under two or more rate items of this Tariff.

NON-HAZARDOUS - means non-label cargo which is permitted stowage between decks or under deck (other than Magazine) under C.F.R. Title 46 - shipping, as amended from time to time, and such cargo will be rated in accordance with the rates applicable therefore as provided in the tariff item.

ONE COMMODITY - means any or all the articles described in any one rate item in this Tariff.

REVENUE TON - means 1,000 kilos or 1 cubic meter as freight charges are assessed.

SHIPMENT - means a quantity of goods, tendered by one consignor on one Bill of Lading at one port/point of origin at one time in one or more containers for one consignee at one port/point of destination.

STUFFING, UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from containers.

WORKING DAY - means each calendar day, excepting Saturday, Sundays and Holidays, between 8:00 A.M. and 5:00 P.M.

### **RULE #35: SYMBOLS**

EFFECTIVE: 11/01/09

Explanation of Symbols as Used Throughout this Tariff:

- AMENDMENT TYPE ----- An Increase (in foreign commerce and across-the-board increase in domestic commerce)
- C Change resulting in neither increase or decrease in rates or charges
- E Expiration (Also use "A" in foreign commerce and "X" in domestic commerce in the application of a higher "Cargo, NOS" or similar rate)
- G General rate increase or decrease (Domestic Commerce)
- I New or initial matter
- K Rate or change filed by a controlled common carrier member of a conference under independent action (Foreign Commerce)
- M Transportation of U.S. Department of Defense cargo by American - flag common carriers under terms and conditions negotiated and approved by the Military Sealift Command (MSC), (Foreign Commerce)
- P Extension of service to additional port(s) at rates already in effect for similar services at the port(s) being added; or the carrier's establishment additional terminal facilities at the port(s) already served, at the same rates as those currently applicable to comparable facilities of the carrier at the same port (Domestic Commerce) Addition of a port or point (Foreign Commerce)
- R Reduction (Not a General Rate Decrease in Domestic Commerce)
- S Special Case matter filed pursuant to Special Permission, Special Docket or other Commission direction, including a correction amendment to, or resubmission (after notice of intent to reject) of, Essential Terms; filing of material to put tariff in order after rejection or overturning a rejection; or, filing of tariff data after suspension, such as for domestic carriers and controlled carriers, Requires "Special Case Number"
- T Terminal rates, charges or provisions or canal tolls over which the carrier has no control
- W Withdrawal of an erroneous filing on the same filing date.
- X Exemptions: 1. Controlled carrier data in U.S./bilateral trades or in trades served exclusively by controlled carrier; or,
  - Increase in domestic commerce. Not a General Rate Increase or across-the- board increase. CONTAINER SIZE ----- LTL Less Than Load 45 45FT 8'6" 20 20FT 45A 45FT 9'0" High Cube 24 24FT 45B 45FT 9'6" High Cube 35 35FT 45S 45FT 8'0" 40 40FT 8'6" 45X 45FT Any Height 40A 40FT 9'0" High Cube 48 48FT 40B 40FT 9'6" High Cube 53 53FT 40S 40FT 8'0" N/A Not Applicable 40X 40FT Any Height 42 42FT 43 43FT
- CONTAINER TEMPERATURE ----- AC Artificial Atmosphere Control CLD Chilled FRZ Frozen HTD Heated N/A Not Applicable/Not Operating RE Refrigerated VEN Ventilated
- CONTAINER TYPE----- AC Atmosphere Control DF Drop Frame FB Flat Bed FR Flat Rack GC Garment Container HH Half-Height IN Insulated N/A Non-Containerized Cargo/Not Applicable OT Open Top PC Dry PL Platform RE Reefer TC Tank TL Top Load TR Trailer VR Vehicle Rack
- CURRENCY ----- USD US Dollar
- HAZARD CODE ----- A IMO Stow Category A B IMO Stow Category B C IMO Stow Category C D IMO Stow Category D E IMO Stow Category E HAZ Hazardous NHZ Non-Hazardous N/A Not Applicable
- LENGTH, WIDTH, HEIGHT UNITS ----- FT Feet M Meters
- LOCATION TYPES ----- C Country G Group P Port S State Y City
- RATE BASIS ----- W Weight (1,000 Kilos) M Measure (1 Cubic Meter) WM Weight/Measure (1,000 Kilos or 1 Cubic Meter, whichever produces the greater revenue) LS Lump Sum PC Per Container AV Ad Valorem EA

Each (as defined) MBF 1000 Board Feet SHIPMENT SERVICE ----- B Barge D Door H House M Motor O  
Ocean Port P Pier R Rail Yard S Container Station T Terminal U Rail Siding X Team Tracks Y Container Yard

- VOLUME UNITS ----- CFT Cubic Feet CBM Cubic Meter
- WEIGHT UNITS ----- KGS Kilograms KT Kiloton LBS Pounds ST Short Tons (2000 LBS) LT Long Tons  
(2240 LBS)

**RULE #36: ACCESS TO TARIFF INFORMATION**

EFFECTIVE: 3/1/11

Tariff information available at the following website: [www.hicargo.com](http://www.hicargo.com)

**RULE #37: SEASONAL DISCONTINUANCE**

EFFECTIVE: 11/01/09

Not Applicable

**RULE #38: RESERVED**

EFFECTIVE: 11/01/09