

## Danmar Lines AG Rules Tariff for NVO Rate Arrangement

Danmar Line AG (d/b/a/ Danmar)

FMC Org. # 028623

Effective Date: October 15, 2020 (unless otherwise stated herein)

Danmar Lines AG ("Carrier") is a Non-Vessel Operating Common Carrier ("NVOCC") registered with the Federal Maritime Commission ("FMC").

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### NOTICE TO TARIFF USERS

Carrier has opted to be exempt from rate tariff publication requirements pursuant to 46 C.F.R 520 and 532. Carrier has opted for the exclusive use of Negotiated Rate Arrangements ("NRA") and NVOCC Service Arrangements ("NSA").

**Negotiated Rate Arrangements ("NRA"):** An NRA is a written and binding arrangement between Shipper, Consignee, or agent thereof, on the one hand, and Carrier, on the other, to provide specific transportation service for a stated cargo quantity, from origin to destination, on and after receipt of the cargo by Carrier or its agent (originating carrier in the case of through transportation). The booking of cargo after receiving the terms of the NRA or NRA amendment constitutes acceptance of the rates and terms of the NRA or NRA amendment and binds the parties. Carrier's or Carriers' agent's receipt of the cargo for this shipment constitutes final acceptance of the offer, and the terms of the NRA binds the parties. All applicable origin and destination local terminal and/or port charges apply to all NRAs. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). Service under an NRA is subject to this rules tariff unless otherwise indicated.

**NVOCC Service Arrangements ("NSA"):** An NSA is a written contract, between Shipper, Consignee, or agent thereof, on the one hand, and Carrier, on the other, in which Shipper or Consignee makes a commitment to provide a certain minimum quantity or portion of cargo or freight revenue over a fixed time period, and Carrier commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party. Please note that NSAs must have a minimum volume, a fixed time period, agreed rates and a defined service level. NSA can contain provisions in the event of non-performance, such as liquidated damages, if Shipper or Consignee fails to meet a minimum volume commitment. NSAs must be agreed in writing between the Carrier and Shipper, Consignee, or agent thereof. NSAs can be amended by mutual agreement. Service under an NSA is subject to this rules tariff unless otherwise indicated.

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RULE 1 - SCOPE OF THIS GOVERNING RULES TARIFF

Rules, Provisions, Terms and Conditions named in this Tariff apply on General Cargo transported pursuant to an effective NRA (Negotiated Rate Arrangement) BETWEEN the United States Atlantic, Gulf or Pacific Coast Ports, Great Lakes Ports, Ports in Alaska or Hawaii, United States inland Points, or Ports or Points in U.S. Territories or Possessions that are named within the governed NRA, on the one hand, AND, on the other the Foreign Ports or Points named within the governed NRA.

Rates named in NRAs governed by this Tariff applying from/to Ports or Port Location Groups, are local commodity rates. Rates named in NRAs governed by this Tariff applying from/to inland Points or Point Location Groups are through intermodal commodity rates and are NOT Subject to any outport or inland point arbitrary charge unless such outport or inland point arbitrary charge is named in the governed NRA. Except as otherwise provided in individual NRAs, all rates named in NRAs governed by this Tariff shall also apply as proportional commodity rates applicable on cargo having specific prior or subsequent transportation movements.

All NRAs offered by Carrier incorporate the following notice: THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.

RULE 1.1 - U.S. PORTS OF SERVICE GOVERNED BY THIS TARIFF

Rates named in NRAs governed by this Tariff applying from or to the US Ports named below are subject to FMC jurisdiction:

- a. All United States Atlantic and Gulf Coast Ports in the Eastport, ME/Brownsville, TX range; and
- b. All United States Ports on the Great Lakes and St. Lawrence Seaway in the States of Illinois, Indiana, Michigan, Minnesota, New York, Ohio, Pennsylvania and Wisconsin; and
- c. All United States Pacific Coast Ports in the states of Alaska, California, Hawaii, Oregon and Washington; and
- d. All Ports in the following United States Territories and Possessions:

American Samoa  
Commonwealth of the Marianas  
Commonwealth of Puerto Rico  
Guam  
United States Virgin Islands

RULE 1.2 - U.S. POINTS OF SERVICE GOVERNED BY THIS TARIFF

Rates named in NRAs governed by this Tariff applying from or to the Points in the US States named below are subject to FMC jurisdiction:

a. All Points in the States of:

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

b. All Points in the following United States Territories and Possessions:

American Samoa  
Commonwealth of the Marianas  
Commonwealth of Puerto Rico  
Guam  
United States Virgin Islands

c. Rates applying from or to the interior points in the United States and its Territories and Possessions named above are "through" intermodal rates moving via motor/ocean, rail/ocean, motor-rail/ocean, or air-motor/ocean transportation service when interchanged between the inland carrier and Danmar Lines AG (or any d/b/a or agent thereof) at one of the Ports named in Rule 1.1 of this Tariff. Through intermodal rates INCLUDE drayage or other transfer services performed at intermediate ports or points on shipments handled through to destination and not stopped off for special services at such intermediate ports or points, unless such charges for such drayage services are specifically listed within the governed NRA.

d. Inland Carriers in the United States and its Territories and Possessions will be utilized on the basis of availability of service and as Danmar Lines AG (or any d/b/a or agent thereof) deems necessary to guarantee safe and efficient transportation. Danmar Lines AG (or any d/b/a or agent thereof) is NOT obligated to transport cargo by any particular rail, motor, air or water carrier, NOR shall Danmar Lines AG

(or any d/b/a or agent thereof) be restricted to the use of Shipper or Consignee "preferred" or "selected" carriers. Selection of the rail, motor, air or water carrier to be used for any portion of the inland transportation of cargo from/to the inland Point of Service to/from the Port of Interchange shall be at the sole discretion of Danmar Lines AG (or any d/b/a or agent thereof).

- e. Liability for cargo during through intermodal transportation service will be as provided in the applicable Danmar Lines AG's (or any d/b/a thereof) regular Long Form B/L (See Rule 8).

RULE 1.3 - FOREIGN PORTS OF SERVICE GOVERNED BY THIS TARIFF

Rates named in NRAs governed by this Tariff applying to or from the foreign Ports named below, which move from or to any US Port or Point named in Rules 1.1 & 1.2, are subject to FMC jurisdiction:

All Ports in the following Port Location Groups:

PORT LOCATION GROUP	DESCRIPTION RANGES/COUNTRIES
CONT	All Continental European Ports in the Hamburg, Germany/Bayonne, France Range
IBER	All Atlantic Coast Ports in Portugal and Spain in the Donostia, Spain/Cadiz, Spain Range.
UKGP	All Ports in the United Kingdom (England, Scotland, Wales, and Northern Ireland) and the Republic of Ireland.
SCAN	All Ports in Denmark, Finland, Iceland, Norway, and Sweden.
BALT	All Ports on the Baltic Sea in the Kiel, Germany/St. Petersburg, Russia Range.
MEDT	All Ports on the Mediterranean Sea in Africa, Europe and Asia, including All Ports on the Adriatic, Aegean and Black Seas and the Islands therein.
AFRC	All Ports in East, South and West Africa in the Tangier, Morocco/Berbera, Somalia Range including All Ports on the Island of Madagascar.
MDST	All Ports in the Middle East on the Red Sea, Gulf of Aden, Arabian Sea, Persian Gulf and the Gulf of Oman in the Djibouti/Bandar

Beheshti, Iran Range.

- INDA All Ports in Asia in the Karachi, Pakistan/Mergui, Burma Range and All Ports on the Islands of the Indian Ocean (Excluding Madagascar.
- FRST All Ports in the Far East in Japan, Hong Kong, Taiwan (ROC), Korea, the Philippines, the People's Republic of China and Ports on the Pacific Ocean and the Sea of Japan in Russia.
- SEAS All Ports in Southeast Asia in Kampuchea, Malaysia, Singapore, Thailand and Vietnam, and All Ports on the Islands of Indonesia.
- ANZS All Ports in Australia, New Zealand, Papua, New Guinea and on the Islands of the Pacific Ocean North and East Australia (EXCLUDING the Aleutian Islands, American Samoa, the Commonwealth of the Northern Marianas, Guam and Hawaii).
- ECNA All Ports on the Caribbean Sea and Gulf of Mexico in the Countries of Belize, Costa Rica, Guatemala, Honduras, Mexico, Nicaragua and Panama.
- WCNA All Ports on the Pacific Ocean in the Countries of Costa Rica, El Salvador, Guatemala, Honduras, Mexico, Nicaragua and Panama.
- ECSA All ports on the Atlantic Ocean and the Caribbean Sea in the Countries of Argentina, Brazil, Colombia, French Guiana, Guyana, Surinam, Uruguay and Venezuela.
- WCSA All Ports on the Pacific Ocean in the Countries of Chile, Colombia, Ecuador and Peru.
- CARB All Ports on the Islands of the Caribbean Sea, including but not limited to, the Greater Antilles (the Dominican Republic, Haiti and Jamaica), Trinidad and Tobago, the Lesser Antilles and the Leeward and Windward Islands (EXCLUDING Cuba, Puerto Rico and the U.S. Virgin Islands.
- ISLA All ports on the Islands of the Atlantic Ocean, including but not limited to the Azores, the Bahamas, Bermuda, the Canary

Islands, the Cape Verde Islands, the  
Falkland Islands and the Madeira Islands.

CAND All Ports in Canada on the Atlantic and  
Pacific Oceans, the Great Lakes and the  
St. Lawrence Seaway.

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RULE 1.4 - FOREIGN POINTS OF SERVICE GOVERNED BY THIS TARIFF  
Rates named in NRAs governed by this Tariff applying to or from the  
foreign Points named below, which move from or to any US Port or Point  
named in Rules 1.1 & 1.2, are subject to FMC jurisdiction:

a. All Points in the Countries Listed:

Albania	Algeria	
Andorra	Angola	Anguilla
Antigua & Barbuda	Argentina	Armenia
	Australia	Austria
Aruba	Azerbaijan	The Bahamas
Bahrain	Bangladesh	Barbados
Belgium	Belize	Benin
Bermuda	Bolivia	Bosnia-Hercegovina
Botswana	Brazil	British Virgin Islands
Brunei	Bulgaria	
Burkina	Burma	Burundi
Belarus	Cambodia	Cameroon
		Canada
Cape Verde Islands	Cayman Islands	
Chile	Central African Republic	Chad
		China (PRC)
		Colombia
Congo	Costa Rica	
Comoros Islands	Congo	Cook Islands
Costa Rica	Croatia	Cyprus
		Czech Republic
Denmark	Djibouti	
Dominica	Dominican Republic	Ecuador
Egypt	El Salvador	Equatorial Guinea
		Estonia
Ethiopia	Falkland Islands	
Faroe Islands	Federated States of Micronesia	Fiji
Finland		France
		French Guiana
French Polynesia	Gabon	
The Gambia	Georgia	Germany
Ghana	Gibraltar	Greece
		Grenada
Guadeloupe	Guatemala	
Guernsey	Guinea	Guinea Bissau

Guyana	Haiti	Honduras
		Hong Kong
Hungary	Iceland	
India	Indonesia	Iran
Iraq	Ireland	Israel
		Italy
Ivory Coast	Jamaica	
Japan	Jersey	Johnston Atoll
Jordan	Kazakhstan	Kenya
		Kirghizia
Kiribati	Korea, Republic of	
Kuwait	Laos	Latvia
Lebanon	Lesotho	Liberia
		Libya
Liechtenstein	Lithuania	
Luxembourg	Macau	Macedonia
Madagascar	Malawai	(Formerly Yugoslav Republic Of)
Malaysia	Maldives	
Mali	Malta	Isle of Man
Marshall Islands	Martinique	Mauritania
		Mauritius
Mayotte	Mexico	
Midway Islands	Monaco	Mongolia
Montserrat	Morocco	Mozambique
Montenegro		Namibia
Nauru	Nepal	
Netherlands	Neths. Antilles	New Caledonia
New Zealand	Nicaragua	Niger
		Nigeria
Niue	Norfolk Island	
Norway	Oman	Pakistan
Panama	Papua, New Guinea	Paraguay
		Peru
Philippines	Pitcairn Islands	
Poland	Portugal	Qatar
Reunion	Romania	Russia, Republic of
		Rwanda
San Marino	Sao Tome & Principe	
Saudi Arabia	Senegal	Serbia, Republic of
Seychelles	Sierra Leone	Singapore
		Slovenia
Slovak Republic	Solomon Islands	Somalia
South Africa	Spain	Sri Lanka
St. Helena	St Kitts & Nevis	St. Lucia
St Pierre & Miquelon	St Vincent & The Grenadines	Sudan
Swaziland	Sweden	Suriname
		Switzerland
Syria	Tadzhikistan	Taiwan (ROC)
Tanzania, United Republic of	Thailand	Togo
	Tonga	Trinidad & Tobago

Trust Territory Of The Pacific	Tunisia	Turkey
Tuvalu	Turkmenistan	Turks & Caicos Islands
Ukraine	Uganda	
Uruguay	United Arab Emirates	United Kingdom
Vanuatu	Venezuela	Uzbekistan
		Western Sahara
Western Samoa	Yemen	Zaire
Zambia	Zimbabwe	

- b. Rates applying from or to the interior points in the Countries named above are "through" intermodal rates moving via motor/ocean, rail/ocean, motor-rail/ocean, or air-motor/ocean transportation service when interchanged between the inland carrier and Danmar Lines AG (or any d/b/a or agent thereof) at one of the Ports named in Rule 1.3 of this Tariff. Through intermodal rates INCLUDE drayage or other transfer services performed at intermediate ports or points on shipments handled through to destination and not stopped off for special services at such intermediate ports or points, unless such charges for such drayage services are specifically listed within the governed NRA.
- c. Foreign Inland Carriers will be utilized on the basis of availability of service and as Danmar Lines AG (or any d/b/a or agent thereof) deems necessary to guarantee safe and efficient transportation. Danmar Lines AG (or any d/b/a or agent thereof) is NOT obligated to transport cargo by any particular rail, motor, air or water carrier, NOR shall Danmar Lines AG (or any d/b/a or agent thereof) be restricted to the use of Shipper or Consignee "preferred" or "selected" carriers. Selection of the rail, motor, air or water carrier to be used for any portion of the inland transportation of cargo from/to the inland Point of Service to/from the Port of Interchange shall be at the sole discretion of Danmar Lines AG (or any d/b/a or agent thereof).
- d. Liability for cargo during through intermodal transportation service will be as provided in the applicable Danmar Lines AG's (or any d/b/a thereof) regular Long Form B/L (See Rule 8).

**RULE 1.5 - ALTERNATE/SUBSTITUTION SERVICE & IMPRACTICAL OPERATIONS**

- a. Carrier expressly reserves the right, at its sole discretion, for any reason whatsoever and without notice, to transfer cargo in its possession from 1 (one) container to another, to shift cargo from 1 (one) underlying vessel operating common carrier to another and/or to substitute 1 (one) mode of transportation for another at any port or point in, or for any portion of, the through transportation service provided by the Carrier. Any such transfer, shifting or substitution shall be deemed to be within the contract of affreightment and shall NOT be considered a deviation therefrom.

- b. Alternate or Substituted Service between Ports:  
Danmar Lines AG (or any d/b/a or agent thereof) reserves the right to transfer cargo to alternate or substitute ports of service by trucking, rail, or any other means of transportation deemed appropriate by the Carrier, within the range of ports named in Rule 1.1 or 1.3. Except as otherwise provided below, such substituted service or transfer arrangements shall NOT result either directly or indirectly in any lessening or increasing of the cost or expense which the Shipper would have borne had the cargo moved from, to or through the port(s) originally intended or booked.
- c. When rates differentiated ONLY by the transportation route utilized are named in NRAs governed by this Tariff and Carrier, pursuant to the provisions of paragraph a. herein, forwards cargo to destination via alternate or substituted port service, freight charges shall be assessed based on the transportation route selected by the Shipper or Consignee, or the freight charges applicable via the actual route of movement, whichever is lower.
- d. Nothing in this Tariff, or any NRA governed by this Tariff, shall be construed as requiring Danmar Lines AG (or any d/b/a or agent thereof) to transport cargo or furnish service for which it does not have, or cannot obtain, suitable or sufficient transporting containers or equipment, nor to accept cargo when underlying vessel-operating-common-carrier or inland carrier services are NOT available. Further nothing in this Tariff or any NRA governed by this Tariff, shall be construed as creating any obligation for Danmar Lines AG (or any d/b/a or agent thereof) to institute or maintain any service from or to any port or point where it is impractical, unsafe or unlawful to operate transportation services or if strikes, labor disturbances, civil commotion, military actions, or riots are occurring at the time shipment is tendered or delivered.
- e. FORCE MAJEURE CLAUSE: Without prejudice to any rights or privileges of the Carrier under covering Bills of Lading, Dock Receipts, or Booking Contracts under applicable provisions of law, in the event of any natural disasters, weather events or other such acts of god, or war, hostilities, warlike operations, embargoes, blockages, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Regulations and the Shipping Act of 1984.
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## RULE 2 - APPLICATION OF RATES AND CHARGES

Rates, Surcharges and Assessorial Charges named in NRAs governed by this Tariff, and Rules and Provisions named in this Tariff apply to

cargo transported by Carrier, subject to the terms, provisions and limitations named in the SubRules to Rule 2 provided herein.

RULE 2.1 - TRANSPORTATION SERVICE DESCRIPTIONS AND CODES  
EFFECTIVE 21 JUNE 2013

Each rate named in an NRA governed by this Tariff is for a specific transportation service which will be shown in connection with such rate. A full description of each transportation service offered is listed below:

I. ORIGIN/DESTINATION SERVICE DESCRIPTIONS (CODES):

a. "D" - DOOR SERVICE:

- i. Door Service at origin INCLUDES spotting empty container at Shipper's premises for loading by Shipper; pickup of loaded container at Shipper's premises and transportation service to destination. Door Service at origin does NOT include any stuffing, loading, blocking, bracing or staking of cargo (including the count thereof) into/onto the container; NOR any "relocating" or "shifting" of container while in Shipper's possession; NOR does it include any equipment demurrage or motor vehicle detention charges incurred.
- ii. Door Service at destination INCLUDES transportation service to destination; delivery of loaded container at Consignee's premises; and return of empty container when unloading is completed. Door Service at destination does NOT include unloading of cargo (including the count thereof) or stripping or cleaning of container; NOR does it include any "relocating" or "shifting" of container while in Consignee's possession; NOR does it include any equipment demurrage or motor vehicle detention charges incurred.

b. "K" - BREAKBULK (NON-CONTAINERIZED CARGO) SERVICE:

- i. Breakbulk Service at Origin is defined as BBK ("K") Service applying on Breakbulk, Non-Containerized Cargo. BBK Service at Origin will apply either SBJ to "Liner In" Terms or "Free In" Terms as defined below. Where terms are NOT specified in an individual TLI, Breakbulk Service Rates apply "Liner In" at origin.
- ii. Breakbulk Service at Destination is defined as BBK ("K") Service applying on Breakbulk, Non-Containerized Cargo. BBK Service at Destination will apply either SBJ to "Liner Out" Terms or "Free Out" Terms as

defined below. Where terms are NOT specified in an individual TLI, Breakbulk Service Rates apply "Liner Out" at origin.

- iii. "LINER IN" Terms ("L.I."): Liner In Terms at Origin INCLUDE receipt of cargo, free alongside, at point of rest, shipside; loading cargo aboard vessel utilizing ship's/pier's equipment; stowage of cargo on board vessel for safe transportation; and transportation to destination. Liner In Terms, at Origin do NOT include pickup or movement of the cargo beyond point of rest shipside; packaging, palletization or other preparation of cargo for ocean transportation; storage, wharfage or warehouse charges at origin; NOR any applicable terminal, wharfage or pier receiving or service charges.
  - iv. "LINER OUT" Terms ("L.O."): Liner Out Terms at Destination INCLUDE transportation to destination; unloading cargo from vessel utilizing ship's/pier's equipment; and delivery of cargo to Consignee at point of rest, shipside. Liner Out Terms at Destination do NOT include delivery or movement of cargo beyond point of rest; storage, wharfage or warehouse charges at destination; NOR any applicable terminal, wharfage or pier delivery or service charges.
  - v. "FREE IN" Terms ("F.I."): Free In Terms at Origin INCLUDE receipt of cargo, free alongside, at point of rest, shipside; and transportation to destination. Free In Terms at Origin do NOT include loading cargo aboard vessel; stowage of cargo on board vessel; pickup or movement of the cargo beyond point of rest; packaging, palletization or other preparation of cargo for ocean transportation; storage, wharfage or warehouse charges at origin; vessel loading and stowage charges; NOR any applicable Terminal, Wharfage or Pier Receiving or Service Charges.
  - vi. "FREE OUT" Terms ("F.O."): Free Out Terms at Destination INCLUDE transportation to destination; and delivery of cargo to Consignee at point of rest, shipside. Free Out Terms at Destination do NOT include unloading cargo from vessel; delivery or movement of cargo beyond point of rest; storage, wharfage or warehouse charges at destination; vessel unloading charges; NOR any applicable terminal, wharfage or pier delivery or service charges.
- c. "O" - OCEAN PORT SERVICE:
- i. Ocean Port Service at Origin is defined as either CFS ("S") Service (see Paragraph g.) on LCL Containerized cargo; OR BBK Service (see Paragraph c.) on Breakbulk, Loose or Non-Containerized cargo; OR as CY ("Y")

Service (see Paragraph i.) on FCL Containerized cargo.

ii. Ocean Port Service at Destination is defined as either CFS ("S") Service (see Paragraph g.) on LCL Containerized cargo; OR BBK Service (see Paragraph c.) on Breakbulk, Loose or Non-Containerized cargo; OR as CY ("Y") Service (see Paragraph i.) on FCL Containerized cargo.

d. "Q" - PIER ROLL-ON/ROLL-OFF (Ro/Ro) SERVICE:

i. Pier Ro/Ro Service at Origin INCLUDES loading of cargo aboard vessel from end of Roll-On Ramp at shipside; stowage of cargo onboard vessel; and transportation to destination. Pier Service at origin does NOT include pickup or prior movement of the cargo to end of Roll-On Ramp; packaging, palletization or other preparation of cargo for ocean transportation; storage, wharfage, handling or warehouse charges at origin; NOR does it include any applicable Terminal or Pier Receiving or Service Charges.

ii. Pier Ro/Ro Service at Destination INCLUDES transportation from origin; unloading of cargo from vessel and delivery to Consignee at end of Roll-Off Ramp at shipside. Pier Service at Destination does NOT include storage, wharfage, handling or warehouse charges at destination; delivery or subsequent movement of cargo beyond end of Roll-Off Ramp; NOR does it include any applicable Terminal, Pier or Destination Delivery or Service Charges.

e. "R" - RAIL YARD (RAMP) SERVICE:

i. Rail Yard Service at Origin INCLUDES receipt by rail carrier of container loaded off the premises of rail carrier; placement of loaded container aboard rail car equipment; and transportation service to destination. Rail Yard Service at origin does NOT include any stuffing, loading, blocking, bracing or staking of cargo (including the count thereof) into/onto container; delivery of empty container to Shipper's premises; transportation of loaded container from Shipper's premises to Rail Yard; NOR any equipment demurrage or rail carrier storage charges incurred.

ii. Rail Yard Service at Destination INCLUDES transportation service to destination; removal of container from rail car equipment; and making loaded container available at Rail Yard for Consignee to remove and unload off the premises of the rail carrier. Rail Yard Service at Destination does NOT include delivery of loaded container to Consignee's premises; unloading of cargo and stripping or cleaning of container; return of empty container to Rail or Container Yard; NOR any equipment demurrage or rail

carrier storage charges incurred.

- f. "S" - CONTAINER FREIGHT STATION (CFS) SERVICE (See Rule 23 and SubRules thereto for applicable Terminal Charges):
  - i. CFS Terminal Service at origin INCLUDES receipt of cargo at Carrier's origin CFS Terminal; loading of cargo into/onto ocean containers (including furnishing and installing all blocking, bracing or staking necessary to secure cargo in container for safe transportation); and transportation service to destination. CFS Service at origin does NOT include pickup of cargo or other transportation services prior to Carrier's receipt of cargo at CFS Terminal; unloading of cargo at Carrier's CFS Terminal; CFS storage or warehouse charges incurred at origin terminal; NOR any applicable terminal receiving, handling or service charges.
  - ii. CFS Terminal Service at destination INCLUDES transportation service to destination terminal; unloading of cargo and stripping of container at destination CFS Terminal; and making loose, uncontainerized cargo available at CFS Terminal for Consignee pickup. CFS Terminal Service at destination does NOT include delivery of loose, uncontainerized cargo to Consignee's premises, NOR any other transportation service subsequent to delivery at CFS Terminal; NOR loading of cargo into/onto Consignee's equipment at CFS Terminal; NOR CFS storage or warehouse charges incurred at destination terminal; NOR any applicable terminal delivery, handling or destination delivery service charges.
- g. "Y" - CONTAINER YARD SERVICE (See Rule 23 and SubRules thereto for applicable Terminal Charges):
  - i. CY Terminal Service at origin INCLUDES making empty container available for Shipper to remove and load off the premises of the Carrier; receipt of loaded container at origin CY Terminal; and transportation service to destination. CY Terminal Service at origin does NOT include delivery of empty container to Shipper's premises NOR any other transportation service prior to receipt of loaded container at origin CY Terminal; NOR any stuffing, loading, blocking, bracing or staking of cargo (including the count thereof) into/onto container; NOR transportation of loaded container from Shipper's premises to Carrier's CY Terminal; NOR any applicable equipment demurrage charges or CY detention charges incurred.
  - ii. CY Terminal Service at destination INCLUDES transportation service to destination; and making

loaded container available for Consignee to remove and unload off the premises of the Carrier. CY Terminal Service at destination does NOT include delivery of loaded container to Consignee's premises NOR any other transportation service subsequent to delivery at CY destination Terminal; NOR unloading and stripping or cleaning of container; NOR return of empty container to Carrier's CY Terminal; NOR any applicable equipment demurrage charges or CY detention charges incurred.

## II. TRANSIT SERVICE DESCRIPTIONS:

Except as otherwise provided in an individual NRA governed by this Tariff, all shipments will be transported via Carrier's Standard Transit Service. However, shipments moving on rates SBJ to one of the specific Transit Services named below will apply ONLY when Shipper has requested and Carrier provides the Transit Service specified.

- a. When different rates applying on the same commodity, from the same ports/points to the same ports/points are listed in a single NRA governed by this Tariff and the application of the rates are based on different Transit Service levels, selection of Transit Service and the related rate level will remain at the Shipper's option. If Shipper desires a specific Transit Service he MUST specify the Transit Service desired at the time cargo is booked with the Carrier, either orally or in writing, unless such instructions have been given previously. If no written instructions are forwarded by the Shipper to the Carrier, Carrier's booking records shall govern assignment of Transit Service level and application of the rate. If Shipper does NOT specify a specific Transit Service, Carrier will forward shipments and assess freight charges based on the Standard Transit Service or a rate for the Transit Service Level specified in the NRA at its discretion.
- b. Shipper's selection of a Transit Service level option shall be considered paramount and Carrier will NOT alter Shipper's instructions or the Transit Service/rate level selected, EXCEPT in the following instances:
  1. If Carrier forwards a shipment via a different Transit Service in error, Shipper shall be assessed freight charges based on the Transit Service level Shipper actually selected or the freight charges applicable to the Transit Service actually provided, whichever is lower.
  2. If due to an error or omission on Shipper's part, cargo is held at Carrier's Terminal or Container Yard and is not forwarded on the first available sailing for the Transit Service selected, Carrier will give the Shipper the option of waiting until the next sailing for the Transit Service selected or of changing the Transit Service status of the shipment.

If Shipper decides to change the Transit Service selected, freight charges shall be assessed on the basis of the Transit Service via which the shipment actually moves. In either case all charges for storage, container shifting or reloading or shipment return, incurred as a result of Shipper's error or omission shall be for the account of the Shipper.

3. DEFINITION OF TRANSIT SERVICE LEVELS:

- A. REGULAR TRANSIT SERVICE - Carrier is not obligated to transport cargo in any particular container or type of container or equipment (except as specified in individual TLIs or in conformity with Rule 16), or via any particular vessel, ocean, water, rail, motor or air carrier, or in time for any particular market or otherwise than with reasonable dispatch utilizing underlying VOCCs' fixed sailing schedule(s). Selection of underlying or inland Carriers to be utilized for all or any portion of the through transportation of cargo shall be at the sole discretion of the Carrier.
- B. STANDARD TRANSIT SERVICE - Carrier is not obligated to transport cargo in any particular container or type of container or equipment (except as specified in individual TLIs or in conformity with Rule 16), or via any particular vessel, ocean, water, rail, motor or air carrier, or in time for any particular market or otherwise than with reasonable dispatch utilizing underlying VOCCs' fixed sailing schedule(s). However, Shipper will retain the right to specify that a particular Vessel, Ocean, Water, Motor or Rail Carrier be utilized for all or any portion of the through transportation of cargo. If Shipper fails to specify that a particular Carrier be utilized then selection of the Carrier shall be at the discretion of the Carrier.
- C. EXPRESS OR PREMIER TRANSIT SERVICE - Carrier will utilize a regularly scheduled underlying VOCC with a fixed day departure and the fastest transit time or earliest departure date after receipt of cargo. Carrier guarantees shipment will be loaded aboard a VOCC vessel within 7 (seven) calendar days, provided service is available.
- D. DEFERRED TRANSIT SERVICE - Carrier may utilize underlying VOCC with the longest Transit Time between origin and destination. No departure date will be guaranteed, and Carrier will transport cargo SBJ to availability of space in Carrier's Trailers/Containers, however, cargo will be loaded

aboard transporting vessel within 2 (two) calendar weeks of receipt, provided service is available. Cargo held at Terminal for Carrier's convenience will NOT be SBJ to any applicable storage charges.

- E. ECONOMY TRANSIT SERVICE - Carrier may utilize underlying VOCC with the longest Transit Time between origin and destination. No departure date will be guaranteed, and Carrier will transport cargo SBJ to availability of space in Carrier's Trailers/Containers, however cargo will be loaded aboard a transporting vessel within 4 (four) weeks of cargo receipt. Cargo held at Terminal for Carrier's convenience will NOT be SBJ to any applicable storage charges.

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RULE 2.2 - APPLICATION OF BASIS FOR RATES & CALCULATION OF CHARGES

Except as otherwise provided in individual Tariff Rules or NRAs governed by this Tariff, rates and charges named in NRA governed by this Tariff are stated in U.S. Currency and apply per weight unit, per measurement unit, per container, per each unit or lump sum per shipment as specified. Calculation of freight and additional charges will be based upon the applicable rate, times the number of units tendered for transportation, subject to the provisions named below.

- a. Rates and/or additional charges stated on a weight unit basis ("W" or "W-ton") apply per ton of 1000 kilos.

- i. Freight and additional charges on shipments subject to rates or charges stated on a weight unit basis will be computed on the gross weight of the cargo PLUS the weight of all packing materials, pallets or shipping containers (exclusive of the weight of the ocean container) established at the time cargo is tendered for transportation at origin.

- ii. Carrier reserves the right to weigh or reweigh, on certified scales, any cargo tendered for shipment. Any weight so ascertained by the Carrier shall be deemed paramount and shall be used to compute freight and additional charges regardless of any other weight, certified or otherwise, declared or provided by the Shipper or his agent. Shipper may however at his own expense, seek independent certification of the accuracy of any scales utilized by the Carrier.

- b. Rates and/or additional charges stated on a measurement unit basis ("M" or "M-ton") apply per 1 cubic meter.

- i. Freight and additional charges on shipments subject to rates or charges stated on a measurement unit basis will be computed on the overall measurement of

each piece, package or unit in the shipment. The cubical content of each piece, package or other unit shall be the extreme dimensions of the length, width and height of such piece, package or unit.

- ii. Before any other calculations are made all fractional centimeter or inch dimensions will be disposed of as follows:
  - 1. All fractions of less than one-half centimeter/inch shall be dropped.
  - 2. All fractions of one-half centimeter/inch or more shall be rounded up to the next full centimeter/inch.
- iii. When calculating freight and additional charges of an irregular or unusually shaped piece, package or unit, the 3 (three) greatest dimensions shall be used as the rating measurements. When calculating freight and additional charges of Barrels, Casks, Kegs, Drums or other cylindrical shipping units, measurements shall be taken on the square of the bilge.
- iv. Whenever an individual piece, package or other shipping unit is tendered for transportation and it is requested by Shipper, or is necessary because of the nature of the cargo or its packaging, that no cargo be stowed on top of same, Carrier will use the maximum inside height dimension of the transporting container as the height of the cargo when calculating the freight or assessorial charges.
- c. Rates and/or additional charges stated on an alternating weight unit or measurement unit apply per the weight or measurement unit, defined in Rule 2.2 paragraphs a. or b above, whichever produces the greatest revenue to the Carrier.
- d. Rates and/or additional charges stated on a per container basis ("PC") apply per single container by capacity and type as defined below:

CODE	CONTAINER TYPE	CODE	CONTAINER TYPE
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AC	Atmosphere Control	MP	Mafi Flatrack/Platform
CG	Gas Cylinder	OT	Open Top
CP	Collapsible	PC	Dry Van
DF	Drop Frame	PL	Platform
DV	Dry Van	RE	Refrigerated (Reefer)
FB	Flat Bed	RN	Non-Operating Refrigerated (Reefer)
FC	Collapsible Flat Rack		

FR	Flat Rack	TC	Tank
GC	Garment (GOH)	TL	Top Loader
		TR	Trailer
HH	Half Height		
HS	High Stress	VR	Vehicle Rack
HT	High Top, Open Top	VT	Ventilated
IN	Insulated		

CODE CONTAINER SIZE		CODE CONTAINER SIZE	
10X	10ft. long, any height	LCL	Less Than Load
20	20ft. long, 8!6"high	43	43ft. long, 8!6"high
20S	20ft. long, 8!0"high	43S	43ft. long, 8!0"high
20A	20ft. long, 9!0"hicube	43A	43ft. long, 9!0"hicube
20B	20ft. long, 9!6"hicube	43B	43ft. long, 9!6"hicube
20X	20ft. long, any height	43X	43ft. long, any height
24	24ft. long, 8!6"high	45	45ft. long, 8!6"high
24S	24ft. long, 8!0"high	45S	45ft. long, 8!0"high
24A	24ft. long, 9!0"hicube	45A	45ft. long, 9!0"hicube
24B	24ft. long, 9!6"hicube	45B	45ft. long, 9!6"hicube
24X	24ft. long, any height	45X	45ft. long, any height
35	35ft. long, 8!6"high	48	48ft. long, 8!6"high
35S	35ft. long, 8!0"high	48S	48ft. long, 8!0"high
35A	35ft. long, 9!0"hicube	48A	48ft. long, 9!0"hicube
35B	35ft. long, 9!6"hicube	48B	48ft. long, 9!6"hicube
35X	35ft. long, any height	48X	48ft. long, any height
40	40ft. long, 8!6" high	42	42ft. long, 8!6"high
40S	40ft. long, 8!0" high	42S	42ft. long, 8!0"high
40A	40ft. long, 9!0" high	42A	42ft. long, 9!0"hicube
40B	40ft. long, 9!6" high	42B	42ft. long, 9!6"hicube
40X	40ft. long, any height	42X	42ft. long, any height

e. Rates and/or additional charges stated on a lumpsum basis apply per a single complete unit or shipment not exceeding a specified maximum weight or measurement unit or a maximum number of containers.

f. CORRECTIONS IN WEIGHT AND/OR MEASUREMENTS: All freight and assessorial charges billed on the basis of weight and/or measurement are in all cases SUBJECT to revision and correction if the weights and/or measurements are found to be incorrectly stated or declared regardless of the party responsible for the original error.

RULE 2.3 - PROHIBITED CARGO

The following described articles and property will NOT be accepted for transportation under the rule, regulations, terms, conditions, rates and charges named in this Tariff or in NRA governed by this Tariff:

- a. Animals, live, domestic or wild, including pets or livestock;
- b. Articles, or parts thereof, the transportation of which is prohibited in U.S. interstate or foreign commerce, or which is prohibited by applicable laws of other countries to or through which Carrier provides transportation service; and
- c. Articles or cargo which because of its inherent characteristics are liable to impregnate, destroy or otherwise damage cargo, vessels, docks, piers, terminals, warehouses, or transporting/handling equipment; and
- d. Class A and B Explosives and Radioactive Materials (See Rule 16); and
- e. Green Salted Hides

~~RULE 2.4~~ TRANSPORTATION SERVICE LIMITATIONS/SUBSTITUTION SERVICES

- a. Except as otherwise specifically provided in the Rules of this Tariff or in individual NRAs governed by this Tariff, rates named in NRAs governed by this Tariff applying from, to or through the U.S. or foreign Ports named in Rules 1.1 and 1.3 do NOT include lighterage, terminal handling, wharfage, taxes, duties, dues, customs charges or any other assessorial charges or assessments which have been established by custom of the Port, by Port Operators or Authorities or by national Customs Services (Except as otherwise provided in Rules 1.2 and 1.4). All such assessorial charges assessed against the cargo will be for the account of the Cargo, even if the Carrier is responsible for the collection thereof.
- b.1. Except as otherwise provided in Rule 2.1, Carrier is NOT obligated to transport cargo in any particular container or type of container or equipment, except as specified in individual NRAs SBJ to this Tariff, or in conformity with Rule 16.
- 2. Except as otherwise provided below in paragraphs b.3. or i., Carrier is not obligated to transport cargo via any particular vessel, ocean, water, rail, motor or air carrier, or in time for any particular market or otherwise than with reasonable dispatch and due diligence. Selection of any underlying or inland carrier to be used for any portion of the through transportation of cargo shall be at the sole discretion of the Carrier.
- 3. When specific reference is made in an individual NRA governed by this Tariff to a specific transit time to which Carrier has agreed,

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Carrier will forward shipments via an underlying VOCC Carrier providing the transit time agreed to by Shipper & Carrier.

- c. Except as otherwise provided in an NRA governed by this Tariff, Carrier reserves the right to load and transport any single shipment in more than 1 (one) container when required by governmental regulations, for operation exigencies or for any other reason whatsoever. Additionally, Carrier reserves the right to effect whatever splitting or consolidation of cargo it deems most advantageous in order to make the most efficient use of its equipment. Further Carrier expressly reserves the right, at its sole discretion, for any reason whatsoever and without notice, to transfer cargo in its possession from 1 (one) container to another, to transship cargo from 1 (one) vessel to another and/or to substitute 1 (one) mode of transportation for another at any point in, or for any portion of, the through transportation service provided by the Carrier. Any such transfer, transshipment, movement or substitution of service shall be deemed to be within the contract of affreightment and shall NOT be considered a deviation therefrom.
- d. Carrier reserves the right to substitute rail or motor carrier equipment for ocean carrier equipment during all or any part of the inland portion of a through intermodal transportation service provided under any NRA governed by this Tariff. Except as otherwise provided in an individual NRA governed by this Tariff (and then ONLY at Shipper's option) substitution of equipment will NOT affect the rates or charges assessed for transportation service, NOR shall it affect the Carrier's liability or responsibilities to the Shipper or Consignee. Transfer, loading or other charges incurred for such substituted equipment service shall NOT be assessed against either the cargo, the Shipper or the Consignee, but shall be paid by the Carrier.
- e. Except when advertising matter and premiums are shipped in the same package with the commodity it advertises, any package containing more than 1 (one) commodity will be rated on the basis of the highest rated article in the package.
- f. Rates named in NRAs governed by this Tariff apply ONLY to the specific commodity(s) named therein and CANNOT be applied to analogous commodities.
- g. The rates named in each NRA governed by this Tariff apply on straight or mixed shipments of the commodities named therein unless otherwise specifically restricted.
- h. When mixed shipments contain commodities subject to different rates named in an NRA governed by this Tariff, the separate rate applicable for each commodity will be assessed, subject to the highest minimum quantity provided for any commodity in the shipment.
- i. RATES PUBLISHED TO APPLY VIA SPECIFIC UNDERLYING VOCCS OR CO-LOADED VIA SPECIFIC NVOCCS:

Except as otherwise provided in an individual NRA governed by this Tariff, all shipments will be transported via Carrier's Standard Transit Service defined in paragraph 2.1 of this Tariff. However, when rates named in NRAs governed by this Tariff are published to apply via a specifically named underlying VOCC or NVOCC the following will apply:

- i. When different rates applying on the same commodity, from and to the same ports/points are provided in an NRA governed by this Tariff and the application of the rates are based on different underlying VOCCs/NVOCCs, selection of the underlying VOCC/NVOCC will be strictly at the Shipper's option. Shipper MUST specify the underlying VOCC/NVOCC desired at the time cargo is booked with the Carrier, either orally or in writing (unless prior written instructions have been provided to Carrier, or are provided within the governed NRA). If no written instructions have been provided by the Shipper to the Carrier, Carrier's booking records shall govern assignment of underlying VOCC/NVOCC and thus the rate to be assessed. If Shipper fails or declines to specify a particular underlying VOCC/NVOCC, Carrier shall be free to select the carrier to be utilized for transportation that is consistent with the rates named in the governed NRA and Carrier's obligation as a common carrier to provide transportation service under the terms and conditions of this Tariff and Carrier's B/L; in such cases Freight Charges shall be assessed pursuant to paragraph i(iii) of this Rule.
- ii. Shipper's selection of an underlying VOCC/NVOCC shall be considered paramount and Carrier may NOT and will NOT alter Shipper's instructions or the underlying VOCC/NVOCC selected, EXCEPT in the following circumstances:
  - A. If Carrier forwards a shipment via a different underlying VOCC/NVOCC than specified in error, Shipper shall be assessed freight charges based on the underlying VOCC/NVOCC actually selected or the freight charges applicable to the underlying VOCC/NVOCC or Service actually provided, when another rate applicable for service via another VOCC/NVOCC, whichever is lower. If no other rates are provided within the effective NRA governed by this Tariff, Carrier will assess the applicable rate via the VOCC/NVOCC named within the NRA.
  - B. If due to an error or omission on Shipper's part, cargo is held at Carrier's Terminal or Container Yard and is not forwarded on the first available sailing for the underlying VOCC/NVOCC Service selected, Carrier will give the Shipper the option of waiting until the next sailing for the underlying VOCC/NVOCC selected or either: to switch the underlying VOCC/NVOCC selected, when a separate rate has been included within the effective NRA for service via another (or any) VOCC/NVOCC, or to decline to utilize the agreed NRA rate and instead accept application of the regular effective Tariff rate. If Shipper decides to change the underlying VOCC/NVOCC service, freight charges shall be assessed on the basis of the underlying VOCC/NVOCC

service actually utilized to transport the shipment. In all cases all charges for storage, container shifting or reloading or shipment return, incurred as a result of Shipper's error or omission shall be for the account of the

iii. APPLICATION OF RATES WHEN SHIPPER DECLINES TO SPECIFY AN UNDERLYING VOCC/NVOCC SERVICE:

When an NRA governed by this tariff includes both an applicable rate applying via a specified underlying VOCC/NVOCC and an applicable rate via another VOCC/NVOCC or "any Carrier" (i.e. any rate that does NOT specify application via a particular underlying VOCC/NVOCC), the rate applying the underlying VOCC/NVOCC actually utilized shall be assessed.

- j. Whenever a rate is provided for a specific commodity, the same rate will also apply on parts of such a commodity where so described in the B/L, EXCEPT and unless a specific rate is provided for such parts in the governed NRA.

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RULE 2.5 - PROTECTIVE SERVICES

Except when otherwise specifically provided in individual NRAs governed by this Tariff, or in assessorial charges named in any NRA governed by this Tariff, the rates and charges named in an NRA governed by this Tariff do NOT include mechanical refrigeration, heater, insulated or ventilated container service prior to, during, or after through transportation service. Rates specifically including such protective services will be subject to the provisions of Rule 2.7 (Prior Booking) and will apply ONLY when Carrier is able to obtain and provide proper and sufficient equipment to transport shipment as required.

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RULE 2.6 - INSURANCE AND CONSULAR/CUSTOMS DUTIES/FEEES

Rates and charges named in this Tariff and in NRAs governed by this Tariff, do NOT include marine or any other insurance maintained for the benefit of the cargo, NOR do they include any Consular or Customs Duties, Fees or Clearance Charges.

- a. Shippers desiring Carrier to arrange insurance coverage for cargo value in excess of Carrier's stated liability (See Rules 8 and 12) MUST notify Carrier, in writing, of the amount and type of insurance coverage desired and requested, PRIOR to commencement of transportation service. Insurance coverage will then be arranged and effected, subject all the restrictions, limitations and exclusions specified in the Insurance Carrier obtains, upon Shipper's payment of the applicable insurance premium. Carrier will provide a firm quote of the current premium for the insurance coverage requested upon request.
- b. The Shipper and Consignee shall be and will remain severally and jointly liable for all Customs duties or fees and/or Customs clearance charges assessed upon

arrival of cargo at destination. Cargo which cannot be cleared through Customs for any reason whatsoever will be stored and/or warehoused by Carrier at the risk and expense of the cargo, returned to origin upon Shipper's instructions, OR, turned over to Customs authorities without any further responsibility or liability on the part of Carrier.

- c. Any damage, deterioration or loss of cargo, and any fine imposed by Customs or other legal authorities at destination, as the result of Shipper's, Consignee's or their authorized agent's failure to comply with Customs or Consular regulations, or for any errors or omissions in Shipper supplied documentation or shipping information/instructions, shall be for the account of the cargo.

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RULE 2.7 - PRIOR BOOKING REQUIREMENTS

Carrier requires the prior booking of:

- a. All cargo weighing over 1 W-ton or which cannot be loaded within the inside of a standard closed container. Cargo booking must be made sufficiently in advance of scheduled sailing so that any specialized equipment required to handle or transport the cargo can be obtained and furnished to Shipper in sufficient time to accomplish loading and movement of cargo to shipside prior to scheduled sailing date; and
  - b. All Full Container Load "Shipper Load, Stow and Count" shipments (See Rule 2.23). Cargo booking must be made sufficiently in advance of scheduled sailing so that empty container(s) can be made available for Shippers to load and return to Carrier's Terminal, CY or Rail Yard/Ramp prior to departure date of train or vessel on which cargo has been booked. Shipper MUST specify the cargo to be transported and the number and type of container(s) desired to accommodate shipment at time of booking; and
  - c. All hazardous, flammable or dangerous cargo as defined in Rule 16. See Rule 16 for specific requirements when booking such cargo; and
  - d. All shipments moving on an "ORDER" B/L or any shipment for which Carrier has been requested to provide shipping documentation; and
  - e. All cargo requiring transportation in mechanically refrigerated, heated, insulated or ventilated containers/equipment. (Protective Services - see Rule 2.5).
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RULE 2.8 - COMMODITY DESCRIPTIONS AND DOCUMENTATION

Except as otherwise provided in individual NRAs governed by this Tariff, Shipper MUST furnish, or arrange for the preparation of, all documentation and information required to export cargo from country of origin, to import cargo into country of destination, and to transport cargo through other countries between origin and destination. In addition to all documentation, Shipper MUST describe cargo in sufficient detail to permit Carrier to rate cargo, and MUST at a minimum comply with the following:

- a. EXPORT FROM THE UNITED STATES: Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to insure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST insert the applicable commodity Schedule B number in the Line Copy of the B/L.
- b. IMPORT INTO THE UNITED STATES: Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with Customs Declaration, AMS (Automated Manifest System) filing (see Rule 2.8A), Customs Entry and Consular Documents. The Carrier may verify the B/L description with other shipping documents or information to insure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if supported by U.S. Customs Declaration, AMS Filing, Customs Entry, Consular Documents and other shipping documents.
- c. Trade names are NOT acceptable commodity descriptions. Shippers are required to declare their commodities by their generally accepted generic or common name. Hazardous or Dangerous Commodities MUST be declared and described by their proper IMCO/DOT shipping name, and Class, Division and Identification Number.
- d. Unless otherwise specified, the value of cargo, which is to be rated in accordance with a specific value-scale provided in an individual NRA governed by this Tariff, will be determined on the basis of the value and net weight as declared in a validated U.S. Export Declaration, Customs Declaration, Customs Entry and/or Consular Documents. Where there is a discrepancy between such documents, the highest declaration shall be used to calculate freight and additional charges.

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RULE 2.8A - CARGO DECLARATION RULE

A. SUBMISSION OF CARGO DECLARATION DATA; DEAD LINE FOR SAME:

Danmar Lines AG is an Automated Manifest System ("AMS") qualified NVOCC, (hereinafter "NVOCC-Carrier"), which is authorized to submit cargo manifest declarations electronically directly to U.S. Customs for shipments inbound into the United States. Pursuant to U.S. Customs regulations effective December 2, 2002, NVOCC-Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States for discharge of U.S. import cargo, and foreign destination cargo remaining on board the vessel, to the U.S. Customs Service not later than 24 hours prior to the time the cargo is loaded on a vessel in the non-U.S. port of loading. In order to enable NVOCC-Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person, including NVOCCs who are not AMS qualified, tendering cargo to NVOCC-Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States, even though destined to a non-United States destination, must submit the following information regarding such cargo to NVOCC-Carrier in writing, including by electronic transmission, not later than 48 hours prior to the cutoff time for delivery of cargo to be loaded on the vessel. It is the responsibility of Shipper to inquire from NVOCC-Carrier when booking cargo when specific vessels are scheduled to begin loading:

1. A precise description of the cargo, or the 6-digit HTS number under which cargo is classified, and weight of the cargo, or for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit. For example, a container containing 10 pallets with 200 cases shall be described as 200 cases. Generic descriptions such as "Cargo, NOS," "FAK," "Freight, All Kinds," "General Cargo," "Chemicals," "foodstuffs," and "Said to Contain" are not acceptable descriptions.
2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ("ACE"). Non-automated NVOCCs must provide complete shipper information. Neither the non-automated NVOCC nor its agent shall be considered "shipper" for AMS reporting purposes.
3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number. Non-automated NVOCCs must provide complete

consignee information. Neither the non-automated NVOCC nor its agent shall be considered "consignee" for AMS reporting purposes.

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

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

B. AMS QUALIFIED NON-VESSEL-OPERATING COMMON CARRIERS: Non-Vessel-Operating Common Carriers ("NVOCCs") which have tendered cargo to NVOCC-Carrier as shippers that are licensed by or registered with the FMC and that have obtained U.S. Customs bonds, and have otherwise qualified as AMS NVOCCs, must submit the required inbound cargo declaration data directly to U.S. Customs and Border Protection ("CBP"). For the purpose of this term, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, published a valid and effective Tariff, and posted the required bond(s) with the FMC.

1. Second Notify Party: Any FMC licensed or registered NVOCC with a U.S. Customs bond that tenders cargo that will be on board a vessel when it calls in the United States and provides the required cargo declaration data for that cargo directly to CBP as an AMS qualified NVOCC shall identify the vessel carrier as "Second Notify Party" in the data submitted to CBP. The automated NVOCC shall provide to the NVOCC-Carrier the certification described in subparagraph B.2 below, unless notified by the NVOCC-Carrier to cease providing that certification.

2. Certification: Any automated NVOCC that submits cargo declaration information directly to CBP shall, unless notified by the NVOCC-Carrier pursuant to subparagraph B.1 above that it is not required to do so, provide the NVOCC-Carrier, not less than 48 hours prior to the cutoff time for the delivery of cargo to be loaded on the vessel, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to CBP in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that NVOCC-Carrier may readily identify such cargo. It is the responsibility of Shipper to inquire from NVOCC-Carrier when booking cargo when specific vessels are scheduled to begin loading and to determine cutoff times.

3. Non-automated Non-Vessel Operating Common Carriers. NVOCCs that are not automated, which tender cargo to

the NVOCC-Carrier, must timely and accurately provide all the information to NVOCC-Carrier in the manner described above in Paragraphs A through A.5, even for cargo which is tendered to the NVOCC by other non-automated NVOCCs.

4. NVOCC Co-Loading: For purposes of this subparagraph, the term "Master NVOCC" shall mean the NVOCC that is the customer of the vessel carrier and tenders co-loaded cargo to the vessel carrier in its name. When the NVOCC-Carrier is the Master NVOCC, automated NVOCCs tendering cargo to the NVOCC-Carrier shall make the certification required by B.2 above to NVOCC-Carrier, and accurately and timely submit cargo declaration data for its co-loaded cargo directly to the U.S. Customs Service. If the cargo submitted by the co-loading NVOCC, includes additional NVOCC co-loaded cargo from non-automated NVOCCs, the co-loading NVOCC shall report all the pertinent data for those shipments directly to U.S. Customs. In the event that NVOCC-Carrier does not act as the Master NVOCC, then the NVOCC-Carrier shall submit AMS data directly to U.S. Customs for its shipments only.
5. All shippers, including NVOCCs, shall be subject to Paragraph C. of this Rule.

C. Failure by NVOCC-Carrier, whether or not caused directly by NVOCC-Carrier, to provide accurate and timely information to U.S. Customs could result in the following penalties, claims, sanctions, or damages among others:

1. Customs may impose monetary penalties on the NVOCC-Carrier for inaccurate or untimely submitted cargo manifest data.
2. A Customs "hold" order can result in cargo not being laden on a vessel at a foreign port, and can result in claims from cargo interests seeking damages from the NVOCC-Carrier for delay or non-delivery.
3. Cargo held at origin or destination can result in inspection, stuffing and re-delivery expenses.
4. Cargo which is disallowed discharge at the destination port can result in non-delivery, additional transportation charges, handling charges and other claims by the cargo interest at the destination point.
5. Vessel carriers could claim damages against NVOCC-Carrier related to AMS participation by NVOCC-Carrier.
6. On co-load cargo, one of the parcels could subject the

rest of the cargo, and therefore, the NVOCC-Carrier, to all of the damages named above. For example, a container with six shipments consolidated from six different shippers, may have a hold on it due to one of the six shipments; this puts a hold on the container, and the container has to be stripped, re-stuffed, and re-delivered. Claims could arise from the vessel carrier, from Customs, from the affected cargo interests.

7. Accordingly, NVOCC-Carrier may refuse to load any cargo tendered to it for which it has not received either
  - (i) the data required by paragraph A. of this Rule by the deadline specified therein; or
  - (ii) the certification required by paragraph B of this Rule by the deadline specified therein.
8. Any and all costs incurred by NVOCC-Carrier with respect to cargo in its possession which is not loaded, or discharged at destination due to the failure of Shipper or NVOCC to provide information or certification, or which is not loaded or discharged pursuant to the instructions of the U.S. Customs Service, regardless of the reason, whether or not it is caused by the omissions or commissions of shipper or NVOCC, shall be for the account of the cargo, which includes any NVOCC which tenders cargo to NVOCC-Carrier. Such costs shall include but are not limited to inspection, storage and/or red-delivery costs, or any other costs and expenses whatsoever resulting from the cargo not being loaded or discharged.
9. Indemnification of NVOCC-Carrier: If NVOCC-Carrier is assessed a civil penalty or denied permission to load or unload cargo, then any and all shippers, consignees, cargo owners, NVOCCs and their agent(s) that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse NVOCC-Carrier for any such penalty and any and all costs incurred by the Carrier as a result of the denial of permission from U.S. Customs to load or unload cargo.
10. If NVOCC-Carrier was not culpable in any way for said penalties and costs, all shippers, consignees, cargo owners, NVOCCs and their agent(s) shall further be jointly and severally liable to indemnify and reimburse NVOCC-Carrier for any such penalty and any and all costs incurred by the Carrier as a result of the denial of permission to load or unload cargo, or for any penalty imposed by U.S. Customs, whether or not such

costs or penalties resulted from the omission or acts of those parties.

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

D. AMS PROCESSING FEE: Except as otherwise specifically provided in individual TLIs of this Tariff, all Shipments moving on the rates and charges named in this Tariff are SBJ to the U.S. Manifest Processing Fee specified below, which charge shall be in addition to all other applicable charges including all otherwise applicable charges named herein:

\$ 40.00 per B/L

If a correction and/or amendment is made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess the Correction Fee named below, which charge shall be in addition to all other applicable charges:

\$ 40.00 per B/L

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RULE 2.9 - PACKING, PACKAGING AND MARKS

When a specific method, type or size of packing or packaging is specified in an individual NRA governed by this Tariff, such rate will ONLY apply on shipments of the commodity so packed or packaged. Additionally, all shipments will be SBJ to the following packing and marking provisions:

- a. All shipments tendered to Carrier for transportation MUST be packed in a manner that will insure safe transportation with ordinary care and due diligence on the part of the Carrier. Such packing shall at least meet the standards set for shipping within the boundaries of the United States, and shall at least be, in the sole judgment of the Carrier, adequate to protect the cargo from damage during ordinary handling and ocean transportation. Carrier will assume no liability for any damage to cargo caused by negligent, improper or inadequate packing or packaging.
- b. Except on FCL shipments subject to Rule 2.23 ("Shipper Load, Stow and Count") each individual piece, package, carton, bundle or unit included in a shipment

MUST bear: Marks and Numbers, Place of Destination and Origin (including country), and the Name and Address of the Consignee, Shipper and notify party. In the case of a shipment moving on an "Order Notify" B/L, or which is consigned "C.O.D.," each piece, package, carton, bundle or unit MUST also be marked accordingly. The Carrier will NOT be responsible for Shipper's failure to observe the marking regulations of the destination country, NOR for the accuracy of Shipper furnished labels and/or information used to prepare such labels.

- c.1. Any single article, which, by its nature, may be shipped without danger of damage in ordinary handling while lacking boxing, crating or wrapping will be accepted as suitably packed for transportation when tendered to the Carrier without boxing, crating, wrapping or other packaging.
2. Vehicles, new or used, not in containers, will be received and accepted for transportation without boxing, crating, wrapping or other packaging. However Carrier will NOT perform or provide technical inspection and/or check of Vehicle's inside or outside equipment and/or accessories. Therefore, Carrier will neither be liable for, nor responsible for, any loss, damage or non-operation of any Vehicle's equipment and/or accessories unless such loss or damage is directly due to the negligence or cause of the Carrier.

Additionally, Carrier will not be liable for loss and/or damage to any loose articles or cargo left in, on or packed inside Vehicles at the time vehicle is tendered for transportation.

- d. CARGO SHIPMENTS CONTAINING CONIFER WOOD PACKAGING: All Cargo exported from U.S. Ports and Points MUST comply with ISPM-15 standards for Wood Product marking and treatment. Goods should not be packed in/on conifer wood containers, unless the containers are heat treated at a temperature of 56 degrees Celsius or higher for a minimum of 30 continuous minutes, or have been treated by other means approved by the relevant authority of the destination country, including fumigation or treatment with Methyl Bromide. Goods packed in/on conifer wood containers MUST also be marked on all four (4) sides of the container to certify treatment in accordance with the ISPM-standards. If the cargo is packed in/on wooden containers made from wood other than conifer wood, or packed in/on non-wood containers, Shipper MUST submit relevant documents indicating such case. If Shipper fails to comply with these regulations, or fails to provide the required documentation, and as a result

cargo is held, quarantined or otherwise delayed at destination or via ports en route to destination, Shipper shall remain liable for, and hold Carrier harmless from, all charges incurred for demurrage, detention, inspection, unpacking, repacking, treatment, dismantling and/or material disposal.

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RULE 2.10 - PROVISIONS GOVERNING FRAGILE OR UNSTABLE CARGO  
When cargo, which is liable by its nature to lose weight or substance by attrition, evaporation, etc. during transportation, or while in the possession of Carrier, is accepted by Carrier for transportation service, Carrier shall be responsible ONLY for the delivery of the proper number of packages, bales, cartons, etc. at destination. No claims for overcharge or overpaid freight charges will be accepted or honored on the basis of the landed weight or measurement at destination on such cargo.

~~RULE 2.11 - ADVANCED CHARGES - RULE~~-----

Except as otherwise provided herein, upon the request of the Shipper, Consignee, Beneficial cargo Owner, or their agent, Carrier will advance the lawful charges described below for collection with Carrier's freight and related assessorial charges. Such advanced charges will be entered on the B/L, Shipping Orders/Instructions or Carrier's Invoice in such a manner as to accurately describe their exact character. (See NOTES 1 and 2). Carrier will ADVANCE -

- a. drayage charges of U.S. (See NOTE 3) or foreign motor, rail, water, or air carriers for transportation service between Carrier's Terminal, Freight Station or rail ramp, on the one hand, and on the other Shipper's, Consignee's, Beneficial cargo Owner's or their agent's premises; and
- b. cartage charges for transportation between rail ramps, docks, piers, warehouses, terminals or other transportation interchange facilities; and
- c. Brokerage, Customs' Service Fees, Forwarders' Fees, Customs House Brokers' charges or other third party charges assessed against the shipment; and
- d. charges for storage, packing/unpacking or loading/unloading of cargo when such charges are NOT included in the rates or charges named in in an NRA governed by this Tariff; and
- e. equipment detention and demurrage charges incurred for the use of underlying VOCC equipment.

NOTE 1: Charges advanced under this Rule may NOT include

the invoice value of the cargo transported, C.O.D. or Order B/L charges, import/export Taxes/Duties or fines and penalties imposed by any governmental authority.

NOTE 2: The Carrier reserves the right to decline to advance any or all charges referred to in this Rule if the cargo would not, at forced sale, realize the total freight and charges due.

NOTE 3: Charges advanced and paid by Carrier for prior or subsequent transportation services performed by any U.S. Motor Common Carrier on behalf of the Shipper, Consignee, Beneficial Cargo Owner or their agent, which were represented as being lawful and correct when invoice/freight bill for such service was presented, will NOT be adjusted. Further, Carrier will NOT collect, or aid in the collection of, any undercharges determined due by such Motor Common Carrier or its agent after Carrier's payment of original invoice/freight bill, or otherwise be responsible for the collection or payment of any charges not properly quoted, represented or invoiced.

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RULE 2.20 - FULL CONTAINERLOAD SHIPMENT RULES

Upon request, and when available, Carrier will provide, or make arrangements with underlying VOCCs to provide, Shippers with ocean-going containers or other transporting equipment, subject to the conditions, provisions and rules named in Rule 2.21 through 2.29 of this Tariff.

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RULE 2.21 - RESPONSIBILITY/LIABILITY FOR CONTAINER EQUIPMENT

The Shipper and/or Consignee shall be responsible for the safety and security of any container in its possession under any provision of this Rule or this Tariff, and for any damage or injury to or loss of the container arising out of the use, operation, maintenance or possession of such container by the Shipper, Consignee or their agent. Additionally the Shipper and/or Consignee shall be responsible for the removal of all blocking, bracing, strapping, paper or debris from the container, or for any solid or liquid contamination of any part of the container furnished to Shipper, and further shall be liable for the cost of cleaning and/or deodorization of the container to the satisfaction of the Carrier. Actual cleaning and/or deodorization of the container MUST be performed prior to return of the container to the Carrier. Any and all charges for such cleaning services shall be for the account of the Shipper and/or Consignee.

~~RULE 2.22 - REMOVAL OF CONTAINERS FOR LOADING/UNLOADING~~

Empty or loaded containers may be removed from Carrier designated CY or Rail Yard/Ramp by the Shipper or his agent for loading and by the Consignee or his agent for unloading, SUBJECT to the following provisions:

- a. When required, Shipper, Consignee or their agent, MUST execute the underlying VOCC's standard Equipment Interchange Agreement and receipt at the time of interchange. All Equipment Detention Charges incurred by Shipper, Consignee or their Agent while container is in their possession will be for the account of the party incurring such charges.
- b. Containers MUST be returned by the Shipper, Consignee or his Agent to the CY or Rail Yard/Ramp from which they were removed unless Carrier instructs or agrees that container is to be returned to another location. Containers may ONLY be interchanged during regular working hours, unless prior arrangements have been made for interchange at other times.
- c. Carrier will accept return tender of Shipper loaded and sealed containers at CY or Rail Yard/Ramp SUBJECT to the provisions of Rule 2.23 of this Tariff and B/Ls issued to cover such containers MUST be claused "Shipper Load, Stow and Count."

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RULE 2.23 - PROVISIONS FOR SHIPPER LOAD, STOW & COUNT CONTAINERS

When containers are loaded and sealed by Shipper or his Agent, Carrier will accept such shipments as, and B/Ls shall be claused, "Shipper Load, Stow and Count," and shall be SUBJECT to the following provisions:

- a. Carrier will NOT be responsible or liable, either directly or indirectly, for any damage resulting from the improper stowage, loading or mixing of articles in containers, nor for any discrepancy or shortage in the count thereof, nor for any concealed or hidden damage to the cargo.
- b. All labor and materials, such as lashing, bulkheads, cross members, platforms, dunnage, pallets or other similar materials, used to block, brace or secure cargo in/on container for safe transportation MUST be supplied by and at the expense of the Shipper or his Agent. Carrier will NOT be responsible for, and rates and charges named in NRAs governed by this Tariff, do NOT include, the return or exchange of such materials after use unless otherwise specifically provided therein. Materials used for securing, bracing, lashing, etc. (other than normal packaging or pallets) shall NOT be included in the overall weight or measurements of the cargo for the purposes of calculating freight charges.

- c. Shipper MUST furnish Carrier with a complete list of all cargo in each container, including a complete description of all articles in the container and the gross weight and overall cubic measurement of the cargo contents. When Shipper fails to provide such a list, freight charges shall be calculated on the highest rated commodity in the container at either the applicable FCL rate when provided or the net weight of the container (e.g. gross weight less tare weight) for weight rated commodities or the total inside cubic capacity of the container for measurement rated commodities. Each individual piece, package or unit in a Shipper sealed container loaded to full visible capacity need NOT be marked as required in Rule 2.9.
- d. Carrier reserves the right to open, inspect and recalculate dimensions of cargo contents or to verify the contents of any container with respect to description, weight and/or measurement. When Carrier opens a container, such inspection will be indicated on the B/L and Shipping Documents. Container will then be resealed with Carrier's seal. Where any error in description, weight or measurement is found, Shipper shall be rebilled for all freight and additional assessorial charges due. Upon inspection of the container contents, if Carrier judges the packing or securing of cargo to be inadequate to protect cargo and container during normal ocean transportation, the Carrier shall either refuse to transport the shipment or shall repack and resecure the cargo in the container. All repacking or resecuring expenses shall be for the account of the cargo.
- e. Shippers placing locking and/or security devices on loaded containers MUST assume full responsibility for getting the proper "key" to the Consignee by the time the shipment is delivered.
- f. When a container subject to "Shippers Load, Stow and Count" is delivered, the Consignee or his Agent MUST furnish Carrier with a clean receipt, prior to release of the container or its contents for delivery.
- g. All cargo loaded in a single container MUST be destined to a single Consignee at 1 (one) port or point of destination. Further, containers containing part lots destined to more than 1 (one) ultimate receiver MUST be consigned to a single Consignee.
- h. Carrier will accept hazardous or dangerous cargo (See Rule 16) loaded in containers handled in "Shipper Load, Stow and Count" service ONLY when Shipper has obtained Carrier's prior approval, and ONLY when Shipper has

compiled with all packing, labeling, marking and placarding regulations outlined in Rule 16 of this Tariff.

- i. Gross weight of loaded containers CANNOT exceed highway weight limitations, unless Shipper, Consignee or their agent have obtained specific authorization from relevant governmental authorities and in NO event shall the gross weight of container and contents exceed the maximum weight capacity of the container. Further without regard to intent, negligence or any other factor, Shipper, Consignee and their agents shall be and will remain jointly, severally and absolutely liable for any fine, penalty or other sanction imposed by any governmental authority on containers moving in "Shipper Load, Stow and Count" service which exceed lawful over-the-road weight limitations.

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RULE 2.24 - CONTAINER STOWAGE RESTRICTIONS

All cargo loaded in or on containers or other transporting equipment may be stowed on-deck or under-deck as required for optimum efficiency of underlying VOCC's operations. B/Ls, Certificates, Letters of Credit or other documents requiring specific stowage will NOT be accepted by Carrier, except when specific stowage is required by the regulations outlined in Rule 16 or other governmental requirements. Shippers may NOT request a deviation from this provision.

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RULE 2.25 - CUSTOMS INSPECTION/DELAY OF CONTAINER AND CARGO

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

~~RULE 2.30 -- USE OF SHIPPER OWNED OR LEASED (SOL) EQUIPMENT~~

Except as otherwise provided in individual NRAs governed by this Tariff, when prior arrangements have been made with Ocean Carrier, and when underlying VOCC space is available, Carrier will accept for transportation service, cargo loaded in/on Shipper Owned or Leased Containers, Chassis or other transporting Equipment (SOL Equipment), SBJ to the following provisions:

- a. SOL Equipment and the cargo loaded therein/on will be SBJ to all applicable Rules, Regulations, Rates and Assessorial Charges named in this Tariff or in NRAs governed by this Tariff.
  - b. SOL Equipment will be accepted for transportation service ONLY after inspection and/or approval by Carrier's authorized personnel prior to loading aboard transporting vessel. Any SOL Equipment which is found to be unsuitable, unsafe or improperly packed will NOT be accepted by Carrier for transportation service.
  - c. Body and frame construction of all SOL Equipment MUST be acceptable to the Ocean Carrier, MUST be of sufficient strength to withstand, without permanent distortion, all the stresses that may be applied or encountered during transportation service and MUST be manufactured and equipped in accordance with all applicable United States, foreign or International laws, conventions, regulations and safety requirements.
  - d. SOL Equipment may be used ONLY on shipments moving in full containerload quantities and ONLY via Door, Container Yard or Rail Ramp Service.
  - e. At Carrier's request, Shipper will be required to submit documentary evidence of ownership or leaseholdership of each container, chassis or piece of transporting equipment tendered for shipment together with the full particulars of all applicable rental or lease agreements and charges being assessed.
  - f. Carrier will NOT accept any responsibility for the payment of any charge for Container/Chassis rental or leasing, for drop-off, pickup or termination charges or for Equipment Detention/Demurrage charges assessed by underlying VOCC (unless Ocean Carrier is directly responsible for incurring such Equipment Detention/Demurrage charges.
  - g. Ocean Carrier will NOT be responsible for, NOR accept liability for, any damages to, or loss of, an SOL Container, Chassis or other transporting piece of Equipment occurring while such SOL Equipment is not in the direct possession of Ocean Carrier. This limitation applies to all SOL Equipment whether or not such equipment is under the direct management of Ocean Carrier, its subsidiaries or agents. Ocean Carrier will however subrogate Shipper's claim for reimbursement of such damage or loss from the Carrier or party who was in direct possession of the SOL Equipment at the time the damage or loss was sustained.
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RULE 2.31 - PROVISIONS GOVERNING THE HANDLING OF TEMPERATURE CONTROLLED CARGO

Cargo requiring to be transported at a specific controlled temperature for the proper protection of the cargo, or cargo received by Carrier with instructions to maintain a controlled temperature while cargo is in transit, will be accepted ONLY after prior booking, ONLY when sufficient and appropriate equipment is available, ONLY when proper vessel stowage can be obtained and provided, and will be SBJ to the rules and provisions named below, along with any assessorial charges listed in an individual NRA governed by this Tariff which are specifically noted as applying when "refrigerated," "chilled," "temperature controlled," or "heated" service is provided.

- a. B/Ls covering temperature controlled cargo will be so noted by the Shipper and shipments will be SBJ to the following provisions:
  1. Carrier is NOT responsible for contamination of cargo resulting from improper stowage by the Shipper or stowage of incompatible commodities in the same container.
  2. Carrier is NOT responsible for the accuracy or applicability of the temperature settings and instructions provided by the Shipper, his agent, or connecting carriers.
  3. On shipments accorded temperature controlled service, Carrier is NOT responsible for any conditions arising prior to its receipt of cargo NOR for any conditions arising subsequent to its delivery at destination.
- b. Carrier will refuse to accept any shipment tendered when temperature of cargo is not within 5 degrees F. of the temperature specified in the shipping documents to be maintained during transit, UNLESS such shipment is held, transported and delivered strictly at cargo owner's risk for all loss, damage, contamination or spoilage due to improper maintenance of specified temperature. Notation of temperature of cargo when tendered to Carrier and that transportation shall be at cargo owner's risk shall be placed on the B/L.
- c. Shipper MUST guarantee that Consignee will take delivery of shipments accorded temperature control service within the Free Time specified in Rule 21. Carrier will NOT be responsible for conditions of cargo on delivery, return or redelivery, if Consignee fails to take delivery by the time specified. Additionally Carrier will NOT be responsible for maintaining temperature once the container has been opened at destination.
- d. In all cases, the Carrier, in handling any and all cargo

requiring temperature control, shall be held blameless for and will NOT be liable for, any loss, deterioration, contamination, spoilage or other damage arising from the inherent defect, quality or vice of the goods or that results from controlled temperature, lack of controlled temperature or malfunctioning of temperature control equipment, and Carrier shall have all of the benefits and immunities provided by the law, its Tariffs, Bill of Lading and the Carriage of Goods by Sea Act.

- e. If a functioning temperature controlled container is returned by Consignee in an inoperative condition, the Consignee shall be responsible for all charges incurred to repair the temperature control unit in order to bring the unit back into an operative condition.

#### RULE 2.32 - DRY BULK CARGO IN CONTAINERS FITTED WITH LINERBAGS

Shipments of Dry Bulk Cargo loaded in dry van containers fitted with Linerbags will be governed by the additional provisions and conditions specified in this Rule, and will be assessed ONLY the rates named in an individual NRA governed by this Tariff specifically noted as applying on cargo "in Linerbags," "in containers fitted with Linerbags," or other restrictions specifying the use of Linerbags.

- a. Shipper MUST supply and install each inside Linerbag at his own risk and expense, however, all Linerbags installed MUST meet the minimum standards and requirements of the Carrier. Consignee shall be responsible for the removal of empty Linerbag after discharge of the cargo. If container is returned to Carrier with the Linerbag still in the container, Carrier will arrange to remove and dispose of the Linerbag and all charges for such removal and disposal shall be for the account of the cargo.
- b. Shipper MUST load cargo into Linerbag fitted container and Consignee MUST unload cargo from the container at their own risk and expense, away from Carrier's Terminal or Rail Ramp. All shipments of cargo moving in Linerbags will be accepted SBJ to the provisions of Rule 2.23 (Shipper's Load, Stow and Count). If the Carrier exercises its option to open and inspect the contents of the container and the stowage thereof, and in its judgment determines the stowage to be inadequate, Carrier reserves the right to either decline to transport the container until stowage is corrected, or to reload and resecure the Linerbag and cargo in the container. All charges for reloading and/or restowing/resecuring shall be for the account of the cargo.
- c. On shipments of cargo moving in containers fitted with

Linerbags, the Carrier's liability will be limited to \$500.00 (See Carrier's B/L terms and conditions) with respect to the entire contents of each container including the Linerbag.

- d. Carrier will assume NO liability for damage to or loss of cargo resulting from faulty Linerbags or for faulty installation thereof. Carrier further will assume NO liability for the improper mixing of dry bulk cargo in container, the improper loading of dry bulk cargo into container, NOR for the improper discharge of dry bulk cargo from the container.

#### RULE 2.33 - PASS-THROUGH SURCHARGES AND ASSESSORIAL CHARGES

Any surcharges or assessorials marked or otherwise designated in the applicable NRA as "Charged as Pass-Throughs" will be billed at cost without mark-up.

#### RULE 3 - RATE APPLICABILITY RULE

All cargo will be transported at the applicable rate and subject to the applicable Rules, Provisions and Assessorial Charges lawfully in effect on the date the cargo is received by the originating Carrier. When Carrier assembles part lots received on different days into a single shipment for carriage on a single Bill of Lading, the entire shipment will be transported at the applicable rate and subject to the applicable Rules, Provisions and Assessorial Charges lawfully in effect on the date the last component part of the assembled shipment was received by the originating Carrier.

In the event that cargo arrives at a Carrier facility without prior notification to the Carrier, the issuance of a Carrier Ocean Bill of Lading will constitute formal receipt of the cargo unless otherwise agreed to between Carrier and the Shipper.

#### RULE 4 - PROVISIONS GOVERNING THE HANDLING OF HEAVY LIFT

The application of Heavy Lift Cargo Charges will be governed by the following provisions and conditions:

- a. CARGO TENDERED TO CARRIER IN/ON OCEAN CONTAINERS:  
Cargo, subject to the rates, charges and provisions named in this Tariff or NRAs governed by this Tariff, when tendered to Carrier already loaded in/on ocean containers or transporting equipment will NOT be subject to any Heavy Lift Charges. However, Carrier reserves

the right to refuse to accept any shipment loaded in/on a COL, SOL or underlying VOCC container that is - 1) loaded beyond its marked weight capacity; or 2) without manufacturers plate clearly showing the specification of the container, including its maximum weight capacity; or 3) when Shipper fails to declare the gross weight of the loaded container. Any fines or penalties imposed as a result of the misapplication or misstatement of actual weight(s) on the B/L and/or other Shipping Documents will be for the account of the cargo.

b. CARGO TENDERED TO CARRIER IN A BREAKBULK, LOOSE OR UNCONTAINERIZED FORM:

Except as otherwise provided in an individual NRA governed by this Tariff, Cargo, subject to the rates, charges and provisions named in this Tariff or in NRAs, governed by this Tariff, when tendered to Carrier in a break bulk, loose or uncontainerized form will NOT be subject to any Heavy Lift Charges and will be accepted without special arrangement PROVIDED the weight of each individual piece, package or unit in the shipment does NOT exceed 1 W-ton. Shipments containing individual pieces, packages or units weighing in excess of 1 W-ton will be accepted by the Carrier for transportation ONLY after special arrangement and prior booking, and will be SBJ to any applicable Heavy Lift Charges named in the NRA governed by this Tariff applying to such shipment, which charge shall be in addition to all other applicable charges. Shipper MUST provide a complete description, including gross weight, of any article exceeding 1 W-ton at the time cargo is booked with Carrier.

RULE 5 - PROVISIONS GOVERNING HANDLING OF EXTRA LENGTH, WIDTH & HEIGHT CARGO

The application of Extra Length, Width and/or Height Cargo Charges will be governed by the following provisions and conditions:

a. CARGO TENDERED TO CARRIER IN/ON OCEAN CONTAINERS:

Cargo, subject to the rates, charges and provisions named in this Tariff or in NRAs governed by this Tariff when tendered to Carrier already loaded in/on ocean containers or transporting equipment will NOT be subject to any Extra Length, Width and/or Height Charges. However, Carrier reserves the right to refuse to accept any shipment loaded in/on a COL, SOL or underlying VOCC container that contains pieces, packages or units which are not wholly loaded within the inside of a single closed container and/or which overhangs any side of a Drop Frame, Flatbed, Flat Rack or Platform Container; OR which exceeds 8ft 6in in height when loaded in/on a COL, SOL or underlying VOCC OpenTop Container. Further, unless prior booking and special arrangements have been made with and accepted by the Carrier, Carrier will NOT provide COL or underlying VOCC Flat Rack, Open Top or similar equipment to handle cargo that cannot be loaded wholly within the bounds of a single container, or accept such cargo loaded in/on SOL equipment. Any fines or penalties imposed as a result of the misapplication or misstatement of actual cargo dimensions on the B/L and/or other Shipping Documents will be for the account of the cargo.

b. CARGO TENDERED TO CARRIER IN A BREAKBULK, LOOSE OR UNCONTAINERIZED FORM:

Except as otherwise provided in individual NRAs governed by this Tariff, cargo, subject to the rates and provisions named in this Tariff or in NRAs governed by this Tariff, when tendered to Carrier in a break bulk, loose or uncontainerized form will NOT be subject to any Extra Length, Width and/or Height Charges and will be accepted without special arrangement PROVIDED each individual piece, package

or unit in the shipment can loaded within the inside of a single closed container and/or does NOT exceed 35ft in length and/or 7ft in width and/or 8ft in height (or such other length limit provided in an individual NRA governed by this Tariff). Shipments containing individual pieces, packages or units which cannot be loaded wholly within the inside of a single closed container and/or which exceed the dimensions listed above, will be accepted by the Carrier for transportation ONLY after special arrangement and prior booking, and will be SBJ to applicable Extra Length, Width and/or Height Charges applying to such shipment, which charge shall be in addition to all other applicable charges. Shipper MUST provide a complete description, including all dimensions and gross weight, of any article exceeding the limits specified above, at the time cargo is booked with Carrier.

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RULE 6 - MINIMUM BILL OF LADING CHARGES

Except as otherwise provided in individual NRAs governed by this Tariff, the Minimum Charge for a single shipment moving on a single Bill of Lading EXCLUSIVE of all additional Assessorial Charges, Arbitraries and/or Surcharges named in this Tariff will be the applicable charge for a single freight ton of cargo.

~~RULE 7 - PROVISIONS GOVERNING THE PAYMENT OF FREIGHT CHARGES~~

Freight charges, assessorial charges, surcharges or other charges named in this Tariff or in NRAs governed by this Tariff, including advanced charges may be prepaid or collect (See Note 1) at origin or destination, SBJ to the provisions named in this Rule. However, regardless of whether B/L payment status is prepaid or collect, the Shipper, his duly authorized Freight Forwarder or Agent, the Consignee and the Beneficial Cargo Owner shall be, and will remain, jointly and severally liable for all unpaid charges and freight, including, but not limited to, any sums advanced or disbursed by the Carrier for the account of the cargo.

NOTE 1: Shipments of the following commodities MUST be PREPAID in all instances: Household Goods and Personal Effects.

- a. All Freight and additional Charges named in this Tariff, or in NRAs governed by this Tariff are due and considered earned upon receipt of the cargo by the originating Carrier, or his agent, and shall be paid to the carrier without discount or deduction, whether the Ship and/or Cargo is lost or not lost, transportation is interrupted or abandoned, whether the Cargo is damaged or ruined, or whether packages or containers are delivered empty or partly empty at destination.
- b. Rates and Charges named in in NRAs governed by this Tariff are quoted in U.S. Currency, unless otherwise noted, and have been determined with due consideration to the relationship of U.S. Currency to any other currencies involved. Even in the event of any material deterioration in the exchange value of U.S. Currency, the Carrier

will not alter or adjust any rate or charge named in an individual NRA governed by this Tariff.

- c. When Freight and other Charges named in this Tariff or in NRAs governed by this Tariff paid in foreign countries, Carrier will accept payment in a foreign currency provided it is freely convertible. When payment is effected in other than U.S. Currency, currency conversion shall be calculated on the basis of the highest official bank selling rate of exchange as quoted on the official exchange for the currency involved on the day shipment is tendered to the originating Carrier.
- d. The payment status of any B/L may NOT be changed or altered once transportation service of Cargo has commenced (e.g. "prepaid" shipments cannot be changed to "collect" shipments and likewise "collect" shipments cannot be changed to "prepaid" shipments) without the express approval of the Carrier.
- e. Carrier or its duly authorized Agent, will, upon request of the Shipper, Freight Forwarder, Consignee or Beneficial Cargo Owner, extend credit to the party listed in the B/L as responsible for the payment of Freight and Charges, in amounts not to exceed Freight, Assessorials, Terminal and/or Advanced Charges. The credit period shall be 30 (thirty) days from the date of delivery of Cargo in the case of collect shipments or from the date Cargo is tendered to originating Carrier in the case of prepaid shipments.

If Freight or other Charges are NOT paid within the credit period specified herein, the Carrier will cancel the delinquent party's credit privileges after which time ALL Freight and Assessorial Charges applying on shipments moving for the account of such party MUST be paid in cash, cashier's check or money order at the time, or prior to the time, Cargo is tendered to originating Carrier for transportation.

If any party responsible for the payment of charges fails or refuses to pay lawful Freight and/or other Charges due as specified above, the Carrier shall be entitled to recover all collection costs incurred, including but not limited to, reasonable collection agency fees, attorneys' fees and court costs.

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RULE 8 - BILL OF LADING TERMS AND CONDITIONS

All cargo transported under the rates, charges, terms and conditions named in this Tariff and NRAs governed by this Tariff, shall be held, carried and delivered SBJ to the provisions of Carrier's applicable Long Form B\L, the terms and conditions of which are shown below.

- a. When issued, all B/Ls MUST show the name and address of both the Shipper/Consignor and the Consignee; the total weight and total measurement of each piece, package or unit of cargo in the shipment, except in the case of FCL

shipments, only the total shipment weight and measurement must be shown; and on shipments consigned "TO ORDER," the name and address of the party to be notified MUST also appear.

- b. Shippers/Consignors requiring that the Original B/L, properly endorsed, be surrendered to the Carrier before delivery is accomplished, MUST secure an ORDER B/L.
- c. The Terms and Conditions of Carrier's regular long form B/L are as follows:

#### CONDITIONS of CARRIAGE

##### 1. DEFINITIONS AND INTERPRETATION

###### 1.1. Definitions

**Carrier** means Danmar Lines AG, P.O. Box 2680, 4002 Basel (Switzerland), on whose behalf this bill of lading has been signed.

**Carrier's Agent** means a person acting on behalf of the Carrier, including any members of the Carrier Group, which arranged the Services and/or issued this bill of lading.

**Carrier Group** means those companies ultimately owned in whole or controlled by Deutsche Post AG.

**Container** includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate the Goods.

**Container Equipment** means any bladders, wooden platforms or equipment fitted in a Container or connected thereto or any hanging rails, frames or bars or equipment in the Container.

**Export Controls** means any prohibition or restriction on the import or export of goods imposed by any state, country, supranational or international governmental organization or other relevant authority.

**Freight** includes all charges payable to the Carrier or any member of the Carrier Group or Carrier's Agents in accordance with an applicable tariff or this bill of lading.

**Goods** means the whole or any part of the cargo, described on the front of this bill of lading and includes any packaging or Container not supplied by or on behalf of the Carrier.

**Hague Rules** means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924.

**Liabilities** include any and all claims, demands, losses, damages, liabilities, fines, penalties, costs.

**Merchant** includes the Shipper, Consignee, holder of this bill of lading, the receiver of the Goods and any person owning, entitled to or claiming the possession of the Goods or of this bill of lading or anyone acting on behalf of such person.

**Non US Carriage** means any element of the Services which is not US Carriage.

**Package** means the number of packages stated on the front of this bill of lading.

**Prohibited Item** means any cargo or item which is subject to Export Controls or the import or export of which is prohibited or restricted under any Sanctions.

**Prohibited Person** means a person on any list of individuals or entities with whom transactions are currently prohibited or restricted under any Sanctions, including but not limited to the consolidated list of financial sanctions targets in the United Kingdom or the US list of Specially Designated Nationals.

**Relevant Authority** means any customs authority, customs inspection stations, port and harbour authorities and any other authorities having legal jurisdiction over any element of the Services and/or the Goods.

**Sanctions** means any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organisation or other relevant authority.

**SDR** means Special Drawing rights as defined by the International Monetary Fund.

**Services** means the whole or any part of the loading, packing, stuffing, transporting, carriage, unloading, unpacking, de-stuffing, storage, warehousing and handling of the Goods, any value added services and any other operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods and related documentary, customs and information technology processes (including DHL Ocean Secure).

**SOLAS** means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time.

**SOLAS Guidelines** means the Guidelines regarding the verified gross mass of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organization.

**Sub-contractor** includes owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, forwarding agents, liner agents, customs brokers, warehousemen, longshoremen, and any independent contractors, servants or agents employed by the Carrier in performance of the Services and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.

**Underlying Bill of Lading** includes any bill of lading (negotiable or non-negotiable), waybill, cargo receipt or other document pertaining to the transportation of the Goods issued by a Sub-contractor to govern its carriage obligations.

**US Carriage** means any carriage to, from and/or through the jurisdiction of the U.S.A.

**US COGSA** means the United States Carriage of Goods by Sea Act 16 April 1936.

**Vessel** means any waterborne craft used in the performance of the Services under this bill of lading including but not limited to ocean vessels, feeder vessels, barges and inland water vessels whether named in the bill of lading or substituted vessels.

1.2. A **person** includes a reference to a government, state, state agency, corporation, body corporate, association or partnership.

1.3. Any words following the word **including** shall be interpreted without limitation to the generality of the preceding words.

## **2. ABOUT THIS BILL OF LADING**

2.1. This bill of lading is not a negotiable document of title unless consigned "to order", to the order of a named person, or "to bearer".

2.2. Request for substitute bills may only be made by the lawful holder of an original bill of lading who at the material time holds the full set of original bills of lading. The Carrier will only issue substitute bills of lading at its sole discretion and subject to the person making the request providing the Carrier with (i) the full set of the original bills of lading and (ii) a full indemnity issued by a first class bank acceptable to the Carrier for all and any liability and expenses arising out of the request for substitute bills.

2.3. This bill of lading is only *prima facie* evidence of the particulars of the Cargo received which the Carrier had reasonable means of checking.

2.4. In addition to being able to rely on this bill of lading, the Carrier has, absent Compulsory Legislation providing otherwise, the right to avail itself of and invoke any limitation or exclusion of liability, immunity, defence, right, remedy and/or law and jurisdiction clause contained in any Underlying Bill of Lading as if the Carrier were the carrier referred to in the Underlying Bill of Lading (copies of said terms of an Underlying Bill of Lading being available to the Merchant at any office of the Carrier upon request).

## **3. MERCHANT'S WARRANTIES AND RESPONSIBILITIES**

3.1. The Merchant warrants that:

3.1.1 in accepting this bill of lading and agreeing to the terms of this bill of lading it is, or is the agent of and has the authority of, the person owning or entitled to the possession of the Goods and this bill of lading or of the person who is or may become interested in the Goods and this bill of lading;

3.1.2 the description and particulars of the Goods, including that required under clause 5.3.1 and marks, numbers, quantity and weight as set out on the front of this bill of lading (i) have been checked by the Merchant on receipt of this bill of lading and (ii) are full and accurate;

3.1.3 the Goods contain no drugs, prohibited or stolen goods, contraband or other illegal material or substance or stowaways;

3.1.4 the receipt, carriage or the delivery of the Goods will not expose the Carrier to any claim for a violation or infringement of any third party intellectual property rights;

3.1.5 the Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked by or on behalf of the Merchant, and the preparation, packing, stowage, labelling and/or marking are appropriate to the carriage and any operations or transactions that may affect the Goods and are in compliance with all applicable laws;

3.1.6 neither the receipt, carriage, delivery nor the import of the Goods (including any insurance arranged by or on behalf of the Carrier) nor any payment or other transaction relating to the Goods or this bill of lading will or might expose the Carrier, the Carrier's Agent, the Sub-contractors or any of their employees, servants, agents, insurers or reinsurers to any Sanctions (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organisation or other relevant authority;

3.1.7 none of the persons falling within the meaning of Merchant is a Prohibited Person or is owned or controlled by or is acting on behalf of a Prohibited Person;

3.1.8 the Goods do not include a Prohibited Item, the possession, carriage, importation or exportation of which violates any applicable law, including without limitation, any Export Controls or Sanctions;

3.1.9 the Goods will have all import or export licences and other documentation necessary to comply with all applicable laws and all regulations or requirements of any Relevant Authority relating to the Goods.

3.2. The Merchant shall, and shall ensure that any person acting on its behalf, comply with all applicable laws, regulations or requirements of any Relevant Authority relating to the Goods, and the provisions of all licences, permits, consents and directions given by any Relevant Authority in respect of the Goods.

3.3. The Merchant shall be responsible, and reimburse the Carrier, for all duties, taxes, imposts, levies, deposits, fines and outlays of whatever nature levied by any Relevant Authority and/or any expenses incurred in complying with the requirement of any Relevant Authority in relation to the Goods or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods.

3.4. All of the persons who fall within the definition of Merchant in clause 1.1 are jointly and severally liable to the Carrier for all the Merchant's warranties, undertakings, obligations and liabilities under or in connection with this bill of lading.

#### **4. THE GOODS**

4.1. **Dangerous goods** - The Merchant will not tender Goods which are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever (**Dangerous Goods**) unless the Merchant, or someone acting on its behalf, gives the Carrier written notice of the nature of the Dangerous Goods prior to the Carrier's receipt of the Goods and the Carrier expressly accepts in writing to deal with the Dangerous Goods. The Merchant's notice will include all information necessary for

the Carrier to perform its obligation in connection with the Dangerous Goods in accordance with all applicable laws, regulations or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage, handling and transportation of the Dangerous Goods. The Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all applicable laws, regulations and requirements. Additional charges may apply to the handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of any of the provisions of this clause, they may at any time or place be unloaded, destroyed, disposed or, abandoned or rendered harmless, as circumstances may require, at the Merchant's cost and without compensation to the Merchant and without prejudice to the Carrier's right to the Freight.

**4.2. Goods requiring temperature/environmental control** - The Merchant will not tender Goods which require temperature, ventilation or any other kind of environmental control (**Special Control**) unless the Merchant, or someone acting on its behalf, gives the Carrier notice of the Special Control requirement prior to the Carrier's receipt of the Goods and the Carrier expressly accepts in writing to deal with such Goods. The Merchant's notice will include the nature of the Goods, the particular temperature range, ventilation or other special controls to be maintained. The Merchant undertakes that any Container loaded by or on behalf of the Merchant has, where appropriate, been properly pre-cooled or ventilated and its thermostatic or other controls have been properly set before receipt of the Container of Goods by the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss or deterioration of or damage to the Goods caused by the Goods not being at the required temperature or properly ventilated or in the required environment. The Carrier shall not be liable for any loss of or damage to the Goods arising from defects in or failure, breakdown, stoppage of the temperature controlling, ventilating or any other specialised machinery, plant, insulation or any apparatus of any Container or Vessel, provided that when the Container is supplied by the Carrier, the Carrier has exercised reasonable care to maintain the Container. The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down or cool down Goods which have not been presented for stuffing at or below their designated carrying temperature, nor are they designed to control humidity levels. The term "apparent good order and condition" when used in this bill of lading with reference to Goods which require Special Control does not mean that the Goods when received were verified by the Carrier as being at the designated carrying temperature, or properly ventilated or in the required environment.

**4.3. Deck cargo** - The Carrier has the right to carry the Goods, whether packed in Containers or not, under deck or on deck without notice to the Merchant. If the Goods are carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck carriage. All Goods whether carried on deck or under deck shall participate in General Average. Goods carried on deck and which are not stated on the front of this bill of lading to be carried on deck shall be subject to the same liability regime for loss or damage or delay as Goods shipped under deck. Goods which are stated on the front of this bill of lading to be carried on deck, and which are actually carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage of Goods by sea or inland waterway howsoever caused, whether caused by negligence or any other cause whatsoever.

**4.4. Inspection of Goods and provision of information** - The Carrier or any person authorised by the Carrier shall be entitled, but under no

obligation, to open any Container or package at any time and to inspect the Goods, and the Carrier is entitled to access any data or information about the Goods contained in any electronic storage medium. The Carrier shall not be responsible for any delay or damage caused as a result of that inspection. Where data or information is protected by a password, details of that password shall be provided to Carrier by the Merchant on request. The Merchant agrees to provide the Carrier immediately on request with full information about the nature of the Goods and their intended use, as well as the identities of all parties which have any legal, financial or commercial interest in the Goods.

## 5. CONTAINERS

5.1. Supply of Containers and Container Equipment by or on behalf of Carrier

5.1.1 The terms of this bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container and/or any Container Equipment to the Merchant.

5.1.2 The Merchant, or a person acting on its behalf, shall inspect Containers and any Container Equipment before it is stuffed, packed, filled or loaded, and the use of Containers and any Container Equipment shall be prima facie evidence of the Containers and any Container Equipment being sound and suitable for use.

5.1.3 If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the Containers, including any Container Equipment, empty, with interiors brushed and clean, odour free and undamaged to the point or place designated by the Carrier, his servants or agents, within the time prescribed by the Carrier. Should a Container and/or the Container Equipment not be returned within the time so prescribed, the Merchant shall be liable for any detention, loss or expenses (as set out in the agreement between the Carrier and the Merchant if any, or where there is no such agreement, the detention, loss or expenses payable under this clause will be as charged to the Carrier by the relevant Subcontractor) which may arise from such non-return.

5.1.4 The Merchant shall be responsible for any loss of, damage to, contamination or soiling of any Container and/or any Container Equipment supplied by or on behalf of the Carrier.

5.2. Merchant packed Containers

5.2.1 If a Container has not been stuffed, packed, filled or loaded by the Carrier (**Merchant Packed Container**), the Carrier shall not be liable for loss or damage to the Goods caused by (a) the manner in which the Container has been stuffed, packed, filled or loaded; (b) the unsuitability of the Goods for carriage in the Container used; or (c) the unsuitability or defective condition of the Container, provided that where the Container has been supplied by or on behalf of Carrier, this clause 5.2.1 shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant before or when the Container was stuffed, packed, filled or loaded.

5.2.2 The Merchant shall ensure that all Merchant Packed Containers are properly sealed by the Merchant and the seal number shall be communicated in writing by the Merchant to the Carrier. If a Merchant Packed Container is delivered by the Carrier with an original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

### 5.3. SOLAS verified gross mass requirements

5.3.1 Merchant shall provide Carrier with the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of Goods (LCL) carried pursuant to this bill of lading in accordance with SOLAS and the deadlines established by Carrier. Merchant acknowledges and agrees that Carrier will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations to Sub-contractors in accordance with SOLAS.

5.3.2 In the event of any non-compliance by Merchant with clause 5.3.1 or where Carrier reasonably believes the verified gross mass information provided by or on behalf of Merchant is inaccurate or incomplete, Carrier may, at its discretion and without notice to the Merchant, elect to:

(a) establish the total gross mass at Merchant's cost and risk, and as the Merchant's agent, using calibrated and certified equipment of each packed Container (FCL) or each package of Goods (LCL) carried pursuant to this bill of lading in accordance with SOLAS and the deadlines established by Carrier shall apply or

(b) without liability to Merchant refuse to load the Goods (if the Goods are not yet loaded) or, if the Goods are loaded, arrange at Merchant's cost and risk for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under this bill of lading.

## **6. PERFORMANCE OF THE SERVICES**

### 6.1. Liberties

6.1.1 The Carrier may at any time and without notice to the Merchant:

(a) use any means of transport or storage whatsoever in the performance of Services;

(b) transfer the Goods from one conveyance to another, including transshipping or carrying them on a Vessel other than that named on the front of this bill of lading;

(c) proceed by any route in its discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order;

(d) load or unload the Goods at any place or port (whether or not such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods temporarily at any place or port whatsoever, once or more often and in any order;

(e) comply with any orders or recommendations given by any government or Relevant Authority, or any person acting or purporting to act as or on behalf of such government or Relevant Authority.

6.1.2 The liberties set out in clause 6.1.1 may be invoked by the Carrier for any purpose whatsoever and whether or not connected with the Services, included loading or unloading other goods, undergoing repairs, towing or being towed, adjusting instruments, drydocking and assisting vessels in all situations. Any action taken by the Carrier under clause 6.1 shall be

deemed to be included within the scope of the Services and such action or delay resulting therefrom shall not be deemed to be a deviation.

## 6.2. Consolidation

6.2.1 Carrier may stuff, pack, fill or load Goods in or on Containers and consolidate Goods owned by different persons.

6.2.2 Goods stuffed, packed, filled or loaded into one Container and consigned to one person will only be delivered in a Container to the Merchant if all bills of lading in respect to the contents of the Container have been surrendered authorising delivery to a single Merchant at a single place of delivery. The Carrier may at its option unpack the Container and in respect of Goods for which bills of lading have been surrendered, deliver them to the Merchant on a less than container load (LCL) basis against payment by the Merchant of Freight relating to the LCL Goods together with all costs incurred for any additional services rendered. Such delivery shall constitute full delivery hereunder.

## 6.3. Notification and delivery

6.3.1 Any mention herein of parties to be notified of the arrival of the Goods is solely for the benefit of the Carrier, and failure to give such notification shall not result in the Carrier incurring any liability nor shall it relieve the Merchant of any obligation under this bill of lading.

6.3.2 The Goods may be discharged, without notice, as soon as the Vessel is ready to unload, continuously day and night, Sundays and holidays included. If the Merchant fails to take delivery of the Goods immediately after the Vessel is ready to discharge them, the Carrier shall be at liberty to store the Goods, in a warehouse or in the open, at the risk and expense of the Merchant.

6.3.3 If the Goods are unclaimed within 7 days from discharge of the Goods from the Vessel, or whenever in the Carrier's judgment the Goods will deteriorate, decay, be damaged or incur charges, the Carrier may, at its discretion without further notice to the Merchant and without any responsibility attaching to it, sell, abandon or otherwise dispose of the Goods solely at the risk and expense of the Merchant and apply any proceeds of sale in reduction of the sums due to the Carrier by the Merchant.

## 6.4. Matters affecting the performance of the Services

6.4.1 If at any time the performance of the Services is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind (including the condition of the Goods or an Underlying Carrier becoming insolvent) which cannot be avoided by the exercise of reasonable effort, the Carrier may, without notice to the Merchant and whether or not the Services have commenced, elect to either:

(a) treat the performance of the Services as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease; or

(b) without prejudice to the Carrier's continuing right to abandon the Services under clause 6.4.1(a) continue with the carriage of the Goods to the place designated for delivery.

In any event the Carrier shall be entitled to full Freight for Goods received for Services and additional compensation for any extra costs resulting from the circumstances referred to above in clause 6.4.1.

## **7. CARRIER'S AGENT AND SUB-CONTRACTING**

7.1. By accepting this bill of lading, the Merchant confirms and agrees that any Carrier's Agent acts as an agent only.

7.2. In addition to the liberties given to the Carrier under the other provisions of this bill of lading, it is agreed that the Carrier shall be entitled to sub-contract the whole or any part of the Services on any terms whatsoever.

7.3. The Merchant undertakes that no claim or allegation in respect of the Goods and/or Services whether arising in contract, bailment, tort or otherwise shall be made against any Carrier's Agent or Sub-contractor. If any claim or allegation should nevertheless be made against any Carrier's Agent or Sub-contractor, the Merchant agrees to indemnify and hold harmless the Carrier against all consequences thereof.

7.4. Without prejudice to the generality of clause 7.3, and other any rights, duties and defences hereunder, all Carrier's Agents and Sub-contractors, for whom Carrier contracts as agent and/or trustee to the extent of these provisions, shall be entitled to all defences, exemptions, immunities, limitations, liberties and rights of the Carrier, including the right to enforce any law and jurisdiction clause.

7.5. The Merchant further undertakes that no claim or allegation in respect of the Goods and/or Services shall be made against the Carrier by any person other than in accordance with the provisions of this bill of lading.

## **8. CARRIER'S LIABILITY**

8.1. The Carrier's liability in respect of any loss of or damage to the Goods or delay in the performance of the Services shall be determined and limited in accordance with the provisions of this clause 8 unless:

8.1.1 in the case of US Carriage, an international convention or national law (including US COGSA) compulsorily applies (**US Compulsory Legislation**), in which case the liability of the Carrier will be determined and limited in accordance with the provisions of such US Compulsory Legislation;

8.1.2 in the case of Non US Carriage an international convention or national law applies compulsorily to any element of the Services (**Non US Compulsory Legislation**), in which case the liability of the Carrier in relation to that element of the Services will be determined and limited in accordance with the provisions of such Non US Compulsory Legislation;

8.1.3 and US Compulsory Legislation and Non US Compulsory Legislation are hereinafter referred to as **Compulsory Legislation**.

8.2. Liability for Goods lost or damaged where no Compulsory Legislation applies

8.2.1 The provisions of (i) Article 4(1) of the Hague Rules for Non US Carriage, and (ii) 28 USC 1304(1) of US COGSA for US Carriage, will apply to the carriage of Goods by sea or inland waterways.

8.2.2 The Carrier shall not be responsible for loss or damage arising or resulting from:

(a) subject to clause 8.2.4, any of the perils listed in (i) Article 4(2) of the Hague Rules for Non US Carriage and (ii) 28 USC 1304(2) of US COGSA for US Carriage;

(b) breach of any of the provisions of this bill of lading by the Merchant;

(c) handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant; and

(d) a nuclear incident if the operator of a nuclear installation or a person acting for it is liable for this damage under an applicable international Convention or national law governing liability in respect of nuclear energy.

8.2.3 When the Carrier establishes that the loss or damage could be attributed to one or more of the causes or events specified in clause 8.2.2(a) to 8.2.2(d), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.

8.2.4 The perils listed in (i) Articles 4.2(a), (c) and (l) of the Hague Rules for Non US Carriage and (ii) 28 USC 1304 (2) (a) (c) (l) of US COGSA for US Carriage will only apply to the carriage of Goods by sea or inland waterways.

8.2.5 **Non US Carriage** - For carriage which is between the Port of loading and the Port of discharge only, the Carrier shall have no responsibility for loss or damage to the Goods until they are loaded on board the Vessel and it shall cease to have any responsibility for any loss or damage to the Goods once they have been discharged from the Vessel.

### 8.3. Amount of compensation

If the Carrier is liable for loss of or damage to the Goods the liability of the Carrier shall be limited to the lesser of:

8.3.1 the arrived sound market value of only those Goods damaged or lost (excluding insurance); and

8.3.2 for Non US Carriage to which Compulsory Legislation applies, the amount set out in such Compulsory Legislation;

8.3.3 for Non US Carriage to which no Compulsory Legislation applies, 2SDRs per kilo;

8.3.4 for US Carriage, US\$500 per Package or per the freight unit billed for Goods not packaged.

### 8.4. Ad valorem

Where the Shipper has declared a value for the Goods and the Carrier has stated such value on the front of this bill of lading as a "declared value", and provided the Shipper has paid the extra freight, the amount of the declared value shall be substituted for the limits laid down in this

bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

#### 8.5. Cargo insurance

Where the Merchant has requested insurance for the Goods and the Carrier has agreed in writing to provide such insurance, the Carrier agrees to effect such insurance as agent for the Shipper and such insurance shall be subject to the exceptions and conditions of the policies of the insurers or underwriters taking the risk, copies of which are available on request. Subject to any Compulsory Legislation, the Carrier shall have no liability for loss or damage to the Goods where insurance has been effected under this clause.

#### 8.6. Liability for delay

Arrival times are not guaranteed by the Carrier and the Carrier shall, under no circumstances, have any liability whatsoever for any loss or damage caused by delay. Without prejudice to the foregoing, if the Carrier is nevertheless found liable for loss or damage caused by delay, the Carrier's liability in respect of the same shall be subject to the limit of liability contained in clause 8.7.3.

#### 8.7. General liability provisions

##### 8.7.1 Statutory protection

Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the full benefit of the all laws, statutes or regulations as if it were the owner of any carrying Vessel.

##### 8.7.2 Exclusion of certain losses

Subject to any Compulsorily Legislation, the Carrier shall have no liability whatsoever for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation or third party claims (in each case whether direct or indirect) or for any indirect or consequential loss.

##### 8.7.3 Overall liability cap

Subject to any Compulsorily Legislation, the Carrier's maximum aggregate liability for all events which occur under this bill of lading (other than loss or damage to Goods) will be limited to an amount equal to the Freight paid.

##### 8.7.4 Notification of claims and time bar provisions

##### 8.7.5 Subject to any Compulsory Legislation:

(a) the Carrier shall be deemed prima facie to have delivered the Goods undamaged and in full unless notice of loss of or damage to the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to its representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this bill of lading or, if

the loss or damage is not apparent, within three consecutive days thereafter;

(b) in any event the Carrier shall be discharged of all liability under this bill of lading unless suit is brought within 9 months after the delivery of the Goods or the date when the Goods should have been delivered.

#### 8.7.6 Application of defences, limits and exclusions of liability

The defences, limits and exclusions of liability provided for in this bill of lading shall apply in any action against the Carrier arising out in connection with this bill of lading (including loss or damage to Goods and delay) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty or otherwise and even if the loss, damage or delay arose as a result of unseaworthiness, negligence, wilful misconduct or fundamental breach of contract.

#### 8.7.7 Entire liability

Save as set out in clause 8 the Carrier shall not be liable for loss of or damage to any Goods or delay howsoever arising (whether caused by negligence or otherwise).

### **9. INDEMNITY**

9.1. The Merchant shall promptly indemnify the Carrier, the Sub-contractors, the Carrier's Agents or any member of the Carrier Group, their respective employees, servants, agents, insurers or reinsurers against all costs (including the costs of investigating and defending any claims), expenses, claims, losses, liabilities, orders, awards, fines, proceedings and judgments of whatsoever nature howsoever assumed, incurred or suffered as a result of or in connection with any of the following:

9.1.1 any breach by the Merchant of any of the warranties or undertakings given or obligations undertaken by the Merchant under this bill of lading;

9.1.2 any breach by the Merchant of any of the provisions of clauses 4 or 5.2.2;

9.1.3 any cause arising from or with respect to the Goods for which the Carrier is not responsible for;

9.1.4 the Carrier becoming liable to any other party (including to a Relevant Authority) and/or incurring additional costs by reason of the Carrier carrying out the Merchant's instructions;

9.1.5 the Carrier incurring liability in excess of its liability under the provisions of this bill of lading regardless of whether such liability arises from, or in connection with a breach of contract, negligence or breach of duty by the Carrier, its agents, servants or Sub-contractors.;

9.1.6 delayed, inaccurate or incomplete verified gross mass information provided by or on behalf of the Merchant under clause 5.3.1 on which the Carrier relies.

### **10. GENERAL AVERAGE**

10.1. The Carrier may declare General Average which shall be adjustable at any place at the option of the Carrier, in respect of all Goods, whether carried on or under deck. The New Jason Clause as approved by BIMCO current as of the date of the bill of lading is incorporated herein.

10.2. Notwithstanding clause 10.1 above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of General Average nature which may be made on the Carrier and shall provide such security as may be required by the vessel owner or the Carrier to cover the estimated contribution of the Goods and any salvage and special or particular charges thereon. Such security shall if required be submitted to the vessel owner prior to delivery of the Goods.

10.3. The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

## **11. BOTH-TO-BLAME COLLISION**

If a Vessel on which the Goods are being carried collides with another ship as the result of (i) the negligence of that other ship, and (ii) any act, neglect or default of the master, mariner, pilot of the Vessel (or other servant of the owner or operator of the Vessel) in the navigation or management of the Vessel, and the Merchant recovers payment for loss of or damage to the Goods from the other ship, and the other ship obtains from the Carrier (or its Sub-contractor) a contribution towards the payment it made to the Merchant, then the Merchant will reimburse the Carrier in respect of that contribution and shall indemnify the Carrier for any other loss, liability or expenses incurred by the Carrier (or the Sub-contractor) to the other ship whatsoever arising out of the other ship's claim for contribution.

## **12. FREIGHT AND CHARGES**

12.1. Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid and nonreturnable in any event, ship lost or not.

12.2. The Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. If the particulars furnished by or on behalf of the Merchant are incorrect, it is agreed that a sum equal either to (i) five times the difference between the correct Freight and the Freight charged or (ii) double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier notwithstanding any other sum having been stated on this bill of lading as the Freight payable.

12.3. The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or any event beyond the control of the Carrier.

12.4. All sums payable to the Carrier are due on demand. All Freight shall be paid by the Merchant to the Carrier or any member of the Carrier Group or Carrier's Agents without any set-off, counterclaim (unless the counterclaim is not in dispute or confirmed by final court decision), deduction or stay of execution at the latest before delivery of the Goods, unless expressly agreed otherwise in writing.

12.5. If the Merchant fails to pay the Freight when due, the Merchant shall pay to the Carrier interest on such sum at 8% over the Bank of England's official Bank Rate from time to time from the due date until payment (whether before or after judgment), such interest to accrue on a daily basis provided that this right shall not prejudice any other right or remedy in respect of any such sum.

12.6. Despite the acceptance by the Carrier of instructions to collect Freight, duties, fees, demurrage, detention and costs and expenses from the shipper, consignee or any other person, then in the absence of any evidence of payment for whatever reason by such shipper, consignee or person when due, the Merchant shall remain responsible for the payment of such duties, fees, demurrage, detention and costs and expenses.

### **13. LIEN**

13.1. The Carrier shall have a general lien on the Goods and any documents relating thereto, funds held and

any other goods in respect of which the Carrier is providing services to the Merchant (Other Goods) and any

documents relating thereto for all sums whatsoever due at any time to the Carrier under this bill of lading, or

otherwise, and for General Average contributions to whomsoever due.

13.2. The Carrier shall also have a general lien against the Merchant on the Goods and any documents relating thereto, funds held and Other Goods and any documents relating thereto for all sums due from the Merchant to the Carrier's Agents and/or any member of the Carrier Group under any other contract.

13.3. The Carrier may exercise its lien at any time and at any place in its sole discretion, whether the Services are completed or not with or without further notice. In any event any lien shall (a) survive the delivery of the Goods and/or the Other Goods and (b) extend to cover the cost of enforcing its lien and recovering any sums due.

13.4. To enforce and satisfy the Carrier's lien, the Carrier shall have the right, at the Merchant's expense, to sell the aforementioned Goods, Other Goods and documents by public auction or private treaty, without notice to the Merchant and without any liability towards the Merchant.

### **14. LAW AND JURISDICTION**

14.1. **Non US Carriage** - The contract evidenced by or contained in this bill of lading or otherwise arising from the Services or in relation to the Goods shall be governed by and construed in accordance with the laws of England. Any claim against the Carrier under this bill of lading or otherwise arising from the Services or in relation to the Goods shall be determined exclusively by the courts of England to which jurisdiction the Merchant hereby irrevocably submits. The Merchant agrees that it shall not institute legal proceedings in any other court and shall indemnify the Carrier for all legal costs and expenses incurred by the Carrier to stay or remove a suit files in another forum. The Carrier shall be entitled to bring any legal proceedings against Merchant in the courts of England or in any other jurisdiction (including jurisdiction(s) where Merchant has a place of business or assets) and legal proceedings by the Carrier in any

one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not.

**14.2. US Carriage** - The contract evidenced by or contained in this bill of lading or otherwise arising from the Carriage or in relation to the Goods shall be governed by and construed in accordance with the laws of the United States of America and particularly 28 USC Section 1300 et seq. of US COGSA. Any claim against the Carrier under this bill of lading or ~~otherwise arising from or in relation to the Services~~ or the Goods shall be determined exclusively by the United States District Court for the Southern District of New York to whose jurisdiction the Merchant irrevocably submits. The Merchant agrees that it shall not institute legal proceedings in any other court and shall indemnify the Carrier for all legal costs and expenses incurred by the Carrier to transfer or to remove a suit filed in another forum.

#### **15. CONFLICT AND ENFORCEABILITY**

Except where expressly agreed otherwise in writing, this bill of lading shall, in so far as it is inconsistent with the terms of any contractual arrangement the Carrier, or any member of the Carrier Group, and the Merchant may have entered into, be paramount and govern the Services. If any provision of this bill of lading is held unenforceable, that provision shall, to the extent required, be deemed not to form part of this bill of lading and shall not affect the enforceability of all other terms hereof which shall be enforced to their fullest extent to the limits imposed by law.

#### **16. VARIATION OF THE CONTRACT AND PARTIAL INVALIDITY**

16.1. No servant or agent of the Carrier shall have power to waive or vary any term of this bill of lading unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

16.2. If any provision in this bill of lading is held to be invalid or unenforceable such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this bill of lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

#### **17. THIRD PARTY ACT**

Where clause 14.1 applies, the Sub-contractors shall have the benefit of clause 2.4 and all the liability provisions, warranties, indemnities, limitations and exclusions of liability contained in this bill of lading and which benefit the Carrier and shall have the right to enforce the provisions of this bill of lading in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Except as stated in this clause, any person who is not either the Carrier or the Merchant may not enforce, or otherwise have the benefit of, any provision of this bill of lading.

RULE 9 and 10 - [RESERVED]

RULE 11 - MINIMUM QUANTITY RATES

When 2 (two) or more Rates are named within a single NRA governed by this Tariff 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. At the Shipper's option, a quantity less than the minimum level may be freighted at the lower rate in the NRA governed by this Tariff if the weight or measurement declared for rating purposes is increased to the minimum level.

#### RULE 12 - AD VALOREM PROVISIONS

All shipments moving pursuant to and rated under the rules and regulations named in this Tariff, and the rates and charges named in NRAs governed by this Tariff, are predicated on Carrier's liability NOT exceeding the limits specified in the Carrier's regular B/L (see Rule 8) and/or the provisions named herein.

- a. Over-ocean Service Liability: While cargo is in transport between POL and POD, Carrier's liability shall be determined in accordance with the clauses of the Carrier's regular B/L (See Rule 8). Carrier will NOT accept, NOR be liable for, any liability greater than such limits.
- b. Inland Service Liability: While cargo is in transport between U.S. Points of Origin or Destination and U.S. POL or POD as part of a through movement, the terms and conditions of Danmar Lines AG's (or any d/b/a thereof) regular B/L, specifying that the liability for the cargo during such portion of the through transportation with the underlying inland Carrier, applies. Danmar Lines AG (or any d/b/a thereof) will NOT accept, NOR be liable for, any liability greater than such limits.
- c. Neither any oral declaration, nor any statement of value for governmental or Customs purposes, nor presentation of invoices for use in foreign Customs, nor collection of C.O.D. amounts or other purposes, nor the declaration of value for insurance, nor instructions to the Carrier to insure, shall be deemed a "declaration of value" as provided in paragraphs a. and b. above which could increase Carrier's stipulated liability, nor shall any

such offering supplement or amend in any way the liability of the Carrier for the cargo at the time of shipment, on which charges for transportation services are based.

- d. Regardless of the value declared by the Shipper, Carrier's liability will NOT exceed the actual value of the cargo or the actual damages sustained when less.
- e. Where rates or charges are specified in this Tariff as applying on an Ad Valorem Basis, the value used in assessing freight charges shall be the invoice value shown on the Shipping

~~-----Documents and B/L-----~~

RULE 13 - RESERVED

RULE 14 - PROVISIONS GOVERNING CARRIER'S CO-LOADING OF CARGO

Danmar Lines AG (or any d/b/a thereof), a non-vessel-operating common carrier (NVOCC) may tender cargo to other NVOCCs for co-loading at its option, risk and expense, subject to the provisions named below. For the purposes of this Rule, "Co-Loading" is the combining of cargo, in the import or export foreign commerce of the United States, by 2 (two) or more NVOCCs for tendering to an Ocean Common Carrier (VOCC) under the name of 1 (one) or more NVOCCs (46 CFR 514.2)

1. Under joint carrier-to-carrier co-loading agreements with other NVOCCs, Carrier may, at its option, tender all, or any portion, of a Shipper's cargo to such other NVOCC to provide all, or any portion, of the thru transportation to destination. Additionally Carrier reserves the right to tender cargo to other NVOCCs under a Shipper-to-Carrier relationship to accomplish all, or any portion, of the through transportation.
2. It is understood that the tendering of cargo to, and when applicable the acceptance of a B/L issued by, another NVOCC for co-loading shall NOT increase, reduce, alter or otherwise remove Carrier's liability to the Shipper for the cargo as stated in Carrier's B/L issued at the time of shipment (See Rule 8), or as provided in Rule 12 (Ad Valorem Rates).
3. When Carrier tenders cargo to another NVOCC for co-loading, whether under a Carrier-to-

Carrier agreement, or as a Shipper, the Carrier will place a notation reading substantially as specified below on the face of the B/L covering such co-loaded cargo.

~~-----tendered the cargo moving under this Bill of Lading to~~  
"Danmar Lines AG (or any d/b/a or agent thereof) has  
(Name of receiving NVOCC) for co-loading service."

4. The exercising of its option to utilize co-loading service does NOT alter or relieve Carrier of any responsibility for the payment of all underlying Carrier or receiving NVOCC rates and charges assessed for the transportation and handling of the cargo from origin to destination.

#### RULE 16 - PROVISIONS GOVERNING THE HANDLING OF HAZARDOUS CARGO

Except as otherwise provided in paragraph c. below, hazardous, explosive, flammable or dangerous cargo, as defined in the publications named below, will be accepted by the Carrier for transportation under the rules, charges and rates named in NRAs governed by this Tariff:

1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier; and
  2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities; and
  3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
- a. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier CANNOT provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is NOT in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.

- b. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
  
- c. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations and rates named in NRAs governed by this Tariff:
  - Classes A and B Explosives
  - Radioactive Substances (IMCO Class No. 7)
  
- d. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation:
  - 1. MUST be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
    - A. U.S. Coast Guard Regulations (46 CFR Parts 146-179)
    - B. U.S. Department of Transportation Regulations (49 CFR Parts 170-179); and
    - C. the International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization); and
    - D. all rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities.
  
  - 2. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt.
  
  - 3. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.
  
- e. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally.
  - 1. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials; and
  - 2. The hazardous class, IMCO Code Number and UN Number (if any); and

3. The flash point or flash point range (when applicable); and
  4. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required); and
  5. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.); and
  6. The number of pieces of each type of package; and
  7. The gross weight of each type of package or the individual gross weight of each package; and
  8. The Harmonized Code, SITC or BTN number of the commodity; and
  9. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.
- f. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR 100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors, however it is, and shall remain, the sole responsibility of the Shipper to ensure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to ensure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
- g. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
- h. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of

incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.

- i. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be SBJ to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

RULE 17 - [RESERVED].

RULE 18 - PROVISIONS GOVERNING RETURNED CARGO

Cargo refused or rejected at destination or returned for any reason not ascribable to the Carrier, may be returned to original port or point of origin within 6 (six) months of the date of delivery of the cargo at original destination. The rate to apply on such returned cargo shall be the same as the applicable original outbound movement rate.

At the time shipment is tendered for return movement (or prior thereto), Shipper MUST furnish a copy of the original outbound B/L - OR - the B/L number of the original outbound B/L together with other sufficient evidence to demonstrate that Danmar Lines AG (or any d/b/a or agent thereof) transported the cargo to original destination and the rate assessed for such movement.

RULE 19 - SHIPPERS REQUESTS & COMPLAINTS

Any Shipper may transmit his requests, questions or complaints as hereinafter defined to the Carrier. Requests, inquiries and complaints may be addressed to the Carrier in writing at the address shown below:

Danmar Lines AG (or any d/b/a thereof)

Peter Merian-Strasse 88

P.O. Box 2680

4002 Basel, Switzerland

Telephone: +41 61 274 74 74

---Fax: +41 61 274 78 78-----

Email: dominique.vonorelli@dhl.com

As used in this Rule, the terms "Request" or "Complaint" means any communication to the Carrier requesting a change in Tariff rates, rules or charges; objections to rate increases or other Tariff changes; protests against alleged erroneous billings due to an incorrect commodity description classification or incorrect weight or measurement of cargo; or other problems from the implementation

of the Tariff. Routine requests for rate quotes, sailing schedules, space availability and the like or not included in the foregoing definition of "requests" or "complaints."

Requests for reduced rates should give details of commodity, value, packing, weight/measurement ratio, prospective volume, proposed rate requested and all other relevant details.

RULE 20 - OVERCHARGE CLAIMS

- a. All claims for adjustment of freight charges must be presented to the Carrier in writing (at the address shown in Rule 19) within 3 (three) years after the date shipment was tendered to the Carrier. Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the claimant.
- b. Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the claimant of all governing Tariff provisions and claimants rights under the Shipping Act of 1984.
- c. Claims seeking the refund of overcharges may be filed directly with the Carrier in the form of a complaint or with the Federal Maritime Commission, Washington, DC 20573, pursuant to Section 11(g) of the Shipping Act of 1984. Such claims must be filed within 3 (three) years of the date the cause of action accrued.

RULE 21 - USE OF CARRIER EQUIPMENT

Carrier does not provide COL containers for Shipper use. However, Cargo tendered to, or delivered by, the Carrier loaded in/on underlying VOCC supplied containers or other equipment may be subject to Equipment Detention/Demurrage Charges levied by such VOCC in accordance with such VOCC's Tariff and Equipment Interchange Agreement. All Equipment Detention/Demurrage Charges incurred while container or equipment is not in Carrier's direct possession will be solely for the account of the cargo and Carrier will NOT pay, reduce or absorb any portion of such charges. When such Detention/Demurrage Charges are billed directly to the Carrier by the VOCC after final delivery of cargo at destination, Carrier will forward the invoice(s) to the person, party or company who incurred the charges regardless of whether the shipment status was prepaid or collect.

RULE 22 and 23-[RESERVED].

RULE 24 - NVOCC OTI BOND REFERENCE

- a. DANMAR LINES AG d/b/a Danmar, a non-vessel-operating common carrier, has posted a Surety Bond in the amount of \$150,000.00 with the Federal Maritime Commission ("FMC") as required by the Shipping Act of 1984, as amended, and the FMC regulations. The Surety Bond, issued by the Company named below, guarantees the payment of any judgment, or any settlement, for damages against the Carrier arising from the Carrier's transportation related activities and any order for reparations or penalties assessed under the Shipping Act of 1984, as amended.

BOND No.: K09617085

ISSUED BY: Federal Insurance Company

- b. DANMAR LINES AG hereby appoints Danzas Corporation as its Resident Agent for service of process.

RULE 25 - CERTIFICATION OF NVOCC SHIPPER STATUS

- a. Every Non-Vessel-Operating Common Carrier (NVOCC) MUST clearly state its status as an NVOCC when cargo is booked with, or tendered to, the Carrier for transportation service.
- b. If the Shipper tendering the cargo identifies itself as an NVOCC, the Carrier shall obtain proof of the NVOCC's compliance with the FMC licensing, registration, tariff and financial responsibility requirements before the Carrier accepts or transports cargo for the account of such NVOCC. Such proof can be obtained by Carrier either by:
- i. Consulting the FMC website to verify compliance, as described in 46 C.F.R. 515.27(b)(1) and (d); or
- ii. Obtaining a copy of the Tariff Rule (required by 46 CFR 520.11) published by the NVOCC which demonstrates that a Tariff and Bond are in effect (including printed copies of a download internet Tariff Screen Display) will be accepted by the Carrier as documenting the NVOCC's compliance with the Tariff and Bonding Requirements of the Shipping Act.
- c. When a Shipper's Association tenders or books cargo with the Carrier, it MUST clearly state whether or not the member for which it is booking or tendering cargo is an NVOCC. If the member for

whom transportation service is to be provided is an NVOCC the provisions of paragraph b. above will apply.

RULE 26 and 27 -[RESERVED].

RULE 28 - DEFINITION OF TERMS USED IN THIS TARIFF

The Terms listed below will be defined and used as follows in this Tariff:

"AS FREIGHTED" - means that the greater amount of the ocean freight or charge, as calculated at the specified weight or measurement unit, will be assessed.

"BILL OF LADING" - means the shipment contract of Affreightment covering one shipment from one Shipper to one Consignee.

"BUSINESS HOURS" - means that period of each calendar day, except Saturdays, Sundays or Holidays, between the hours of 8:00 AM and 5:00 PM. However, the actual hours observed as "Business Hours" at each individual port, terminal, Rail Ramp, Container Yard or Station shall take precedence if such hours are different.

"CARGO, N.O.S." - means articles not otherwise specified in individual commodity items named in any NRA, or Rate Tariff, governed by this tariff.

"CARRIER" - means Danmar Lines AG (or any d/b/a thereof).

"CAUTION" - means articles which may be Hazardous and which are subject to the provisions and restrictions named in Rule No. 16 of this Tariff.

"CHARITABLE AND/OR RELIEF GOODS" - The term Charitable and/or Relief Goods, as used in this Tariff, in NRAs, or Rate Tariff TLIs, governed by this Tariff, means cargo that is composed of materials, equipment, supplies and medicines, NOT for resale, for use by charitable, non-profit or government agencies or organizations engaged in welfare, medical, educational or sheltering activities and/or engaged in the construction, building or renovation of housing, medical or other philanthropic related facilities.

"CHASSIS" - means a wheeled assembly, with or without a container attached, constructed so as to accept the mounting of a demountable trailer body, container or flexi van.

"COFC" - means Container-On-Flat-Car rail service, in which Rail Carriers transport containers without Chassis, Bogies or other wheeled assemblies on rail flat cars.

"COL" - means a Carrier Owned or Leased Container and over which the Carrier has control by ownership or by acquisition thereof under a lease or rental agreement from a container company or container supplier or other similar sources.

"CONSIGNOR, CONSIGNEE or SHIPPER" - The terms Consignor, Consignee or Shipper INCLUDES all authorized representatives or agents of such Consignor, Consignee or Shipper.

"Consignee" - means the person, firm or corporation shown on the Bill of Lading as the receiver of the property transported by Carrier at destination.

"Consignor" - means the person, firm or corporation shown on the Bill of Lading as the Shipper of the property received by the Carrier for transportation at origin.

"Shipper" - means the person, firm or corporation shown on the shipping documents as the party tendering the cargo received by the Carrier for transportation.

"CONTAINER" - The term Container, as used in this Tariff, in an NRA, or in a Rate Tariff, governed by this Tariff, means, regardless of ownership, any freight-carrying single, rigid, non-disposable dry cargo, ventilated, insulated, mechanically refrigerated or heated, portable liquid or dry tank, flat rack or platform, vehicle rack or open top type unit without wheels or chassis attached, having a closure (except racks or platforms) or permanently hinged door or removable top, that allows ready access to interior for loading or unloading of cargo, which has been designed to transport cargo by different modes of transportation. Such term does NOT include crates, boxes or pallets. All types of containers must have construction, standardized fittings and fastenings able to withstand, without permanent distortion, all the normal stresses that may be applied in the normal service use of continuous transportation. A container may be of any height or length as defined in this Tariff. Except as may be otherwise specifically provided, the term "Trailer," when used in this Tariff, shall be synonymous with, and interchangeable with, the term "Container."

"CONTAINER FREIGHT STATION" [See "S" Service Rule 2.1] - The term Container Freight Station means a facility or terminal at origin where break bulk, packaged or palletized cargo is tendered to the Carrier by Shippers for containerization and transportation, and/or the facilities or terminal at destination where the Carrier unloads and strips cargo from containers to make break bulk, packaged or palletized cargo available to Consignee for Consignee pickup.

"CONTAINER YARD" [See "Y" Service Rule 2.1] - The term Container Yard means the facilities or terminal provided or utilized by the

Carrier, where empty or loaded containers are tendered to, received from and/or interchanged with the Carrier, and includes any underlying VOCC container yard facilities authorized by the Carrier.

"CONTROLLED TEMPERATURE" - means the maintenance of a specific temperature or range of temperatures in a Container designed to maintain a constant temperature.

"DAY" - means one twenty-four (24) hour period beginning at 12:01 AM.

"DELIVERY SERVICE" - The term Delivery Service means the service performed or provided by the Carrier in transporting and delivering cargo to a platform, sidewalk, doorway, or shipping room directly accessible to an over-the-road vehicle at Consignee's premises. Delivery Service does NOT include the delivery of cargo to basements, floors or interior areas not directly accessible to over-the-road vehicles, NOR does it include unpacking, erecting, inspection of property or any other such similar services.

"DIPLOMATIC CARGO," "EMBASSY CARGO" or "GOVERNMENTAL CARGO" - When the term Diplomatic Cargo, Embassy Cargo or Governmental Cargo is used in a Commodity Description of an NRA, or a Rate Tariff TLI, governed by this Tariff, rates named under such heading shall apply ONLY 1) for the account of a Diplomat or Embassy Official, OR 2) on cargo originating at or destined to a named Embassy, Diplomatic Office, Military Facility or Governmental Ministry Office, OR 3) for the account of a named Government or Government Department or Ministry, OR 4) for the account of a named United Nations Organization or Agency, OR 5) for the account of a Government Sponsored Agency. Such cargo must be certified by Shipper as not for re-sale or other commercial uses.

"DIVERSION" - The term Diversion means a change in the original B/L instructions, made after cargo has been tendered to the Carrier for transportation service, requiring delivery of cargo to a different Consignee, delivery to a different address or a different destination, a change in the required routing of a shipment and/or any other change in the shipping orders and instructions which requires Carrier to perform or provide additional transportation service to effect delivery of cargo at ultimate destination.

"DOOR" [See "D" Service Rule 2.1] - The term Door means a Shipper's, Consignor's or Consignee's receiving and shipping premises (i.e. a platform, doorway or shipping dock directly accessible to a highway vehicle and Carrier's container).

"DROP OFF" or "DROP & PICK" - means Carrier's designated Trucker will deliver and then leave an empty or loaded container at Shipper's or Consignee's premises for loading or

unloading and then return later to pickup the loaded or empty container to return that container to the designated Container Yard or Rail Ramp.

"DROP & PULL" - means Carrier's designated Trucker will deliver a loaded or empty container at Shipper's or Consignee's premises for loading or unloading, and that the Trucker's employee and equipment will remain at the Shipper's or Consignee's premises until the container is loaded or unloaded and is released for further movement.

"DRY CARGO" - means cargo other than that requiring atmospheric and/or temperature control, or Bulk Cargo.

"EXPLOSIVE CARGO" - means cargo falling within Hazardous Class A, B or C explosives as defined in Rule 16 of Tariff.

"FULL VISIBLE CAPACITY" - The term Full Visible Capacity, when used in connection with container provisions, rules or rates, means that no more of the same type of cargo can be loaded into or on the transporting container or other carrying equipment consistent with safety precautions, weight restrictions and/or other regulations necessary to prevent damage to, or loss of, cargo.

"GROSS WEIGHT" - means the total weight of cargo, packaging, pallets, and transporting container in which cargo is transported.

"HEEL" - means any material remaining in a Tank Container following unloading, delivery, or discharge of the transported cargo. Heels may also be referred to as container residue, residual materials or residuals.

"HOLIDAY" - means any day designated as a full holiday by any National, State or Local government by statute or by local proclamation on which service to the Shipping Public is not available.

"IN-GAUGE" - The term In-Gauge when used to restrict Flat-Bed, Flat-Rack, Open Top or Platform Type Container/Trailer Rates means that the cargo loaded on such equipment does NOT hang over any portion of any side or end of the Container/Trailer, and further that no part of the cargo is greater than 8 ft. 6 ins. high.

"IN PACKAGES or PACKAGES" - shall include any shipping form other than in bulk, loose, in glass or earthenware or on pallets or skids.

"KILO TON" - means 1000 Kilos.

"KNOCKED DOWN (KD)" - means that an article has been taken apart, folded or telescoped in such a manner as to reduce its bulk at least 33 1/3 percent from its normal shipping cubage when set up or assembled.

"LABEL CARGO" - means cargo requiring White, Yellow, Red, Red Gas, Green Gas, Poison Gas and Tear Gas labels as required by governmental regulation. See Rule No. 16 of Tariff.

"MERCHANT" - means and includes Consignor, Shipper, Consignee, the Receiver of the Goods, a Person/Party (including any Corporation, Company or other legal Entity owning or entitled to the possession of the Goods), or any person or party acting as agent for or on behalf of such entity.

"MIXED SHIPMENT" - means a shipment consisting of two or more distinct commodities and/or articles, which may or may not be described in and rated under two or more rate items named in a Rate Tariff governed by 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, which is NOT classified as "hazardous" by any governmental agency and which is NOT SBJ to the provisions of Rule 16 of this Tariff.

"ONE COMMODITY" - The term One Commodity indicates any and all of the articles described in a single rate NRA, or Rate Tariff TLI, governed by this Tariff.

"OUT-OF-GAUGE" - The term Out-of-Gauge when used to restrict Flat-Bed, Flat-Rack, Open Top or Platform Type Container/Trailer Rates means that in some manner the cargo loaded on such equipment either hangs over a portion of any side or end of the Container/Trailer, or that a part of the cargo is greater than 8ft. 6ins. high. (Such shipments may be SBJ to applicable Extra Length, Height or Width Charges.)

"PICKUP SERVICE" - The term Pickup Service means the service performed or provided by the Carrier in calling for cargo at a platform, sidewalk, doorway, or shipping room directly accessible to an over-the-road vehicle at Shipper's premises. Pickup Service does NOT include the removal of cargo from basements, floors or interior areas not directly accessible to over-the-road vehicles, NOR does it include packing, dismantling, inspection of property or any other such similar services.

"POINT" - The term Point means a particular city, town, village, community or other area which is treated as a geographic unit for the application of rates. "POINT" (i.e. Port-to-Point, Point-to-Point, Point-to-Port) RATES named in NRAs, or Rate Tariff TLIs,

governed by this Tariff are applicable From/To Inland Points which lie beyond port terminal areas. Accordingly, any city and associated state/province, country, U.S. ZIP code, or U.S. ZIP code range, which lies beyond port terminal areas are deemed inland points. (A city may share the name of a port: the immediate ship-side and designated terminal area or depot is the port, but the rest of the city is considered an inland point.)

"PLACE" - means a particular street address or other designation of a factory, store, warehouse, place of business, private residence, construction camp or the like at a point.

"PROJECT CARGO" - The term Project Cargo means cargo that includes materials, equipment and supplies employed in the construction, development or supply of a named facility used for a major governmental, charitable, manufacturing, resource exploration/exploitation, public utility or public service purpose, including disaster relief projects. No materials, equipment or supplies covered under a Project Cargo Rate named in an NRA, or Rate Tariff TLI, governed by this Tariff shall be transported for the purpose of resale or other commercial distribution.

A clause reading substantially as follows shall appear on all B/Ls pertaining to project rates:

"All materials included in this B/L are of a wholly proprietary nature and shall not be resold or otherwise commercially distributed at destination."

"PROPORTIONAL" - The term Proportional, when used in connection with a Rate, Rule, Charge, Provision or Accessorial Charge, means a provision whose application is restricted to shipments of cargo having an immediate prior or immediate subsequent movement, via any transportation mode, from or to a named port, point or location group. The term immediate, as used herein, means either: that no other thru or line haul transportation service, other than the transportation service from the specified origin, occurs prior to Carrier's receipt of cargo at origin; or that no other thru or line haul transportation service, other than the transportation service to the specified destination, occurs subsequent to Carrier's tendering cargo to on-carrier at destination.

"RAIL RAMP" [See "R" Service Rule 2.1] - The term Rail Ramp means the Trailer-On-Flat-Car (TOFC) or Container-On-Flat-Car (COFC) facility or terminal of a rail carrier where loaded or empty containers are tendered to, received from or interchanged with such rail carrier.

"RECONSIGNMENT" - The term Reconsignment means any change in the original B/L instructions, made after cargo has been tendered to the Carrier, requiring delivery of cargo to a different

Consignee, at a different address or to a different destination, which requires Carrier to perform or provide additional transportation service to effect delivery of cargo at ultimate destination, or that requires an amendment to, or the reissue of, the B/L or other shipping documents prior to delivery at ultimate destination.

"REVENUE TON" - means one weight ton or one measurement ton, as freight charges are assessed, SBJ to Rule 2 and its Sub-Rules.

"SHIPMENT" - Except as otherwise specifically provided in this Tariff, a shipment means a quantity of freight tendered to the Carrier by 1 (one) Shipper, at 1 (one) port or point of origin, at 1 (one) time, transported on 1 (one) B/L, for delivery to 1 (one) Consignee, at 1 (one) destination port or point for which a single shipping document has been issued.

"SITE" - means a particular platform or specific location for loading or unloading at a place.

"SOL" - means a Shipper Owned or Leased Container and over which the Shipper has control by ownership or by acquisition thereof under lease or rental from a container company or container supplier or other similar sources.

"STUFFING/PACKING, UNSTUFFING/UNPACKING/STRIPPING" - means the physical placing of cargo into, onto or the physical removal of cargo from containers.

"TRAILER" - means any wheeled unit designed to contain and convey cargo. Used interchangeably with Container, see above.

"TRUCK" - means any vehicle propelled or drawn by a single mechanical power unit and used on the highways for the transportation of cargo.

"VOID, VOID SPACE, or CONTAINER VOID" - when used in a NRA or a Rate Tariff TLI, governed by this Tariff, shall be defined as a vessel's on-board container space that is required to remain empty next to or above a flat rack, platform or open top container laden with out-of-gauge cargo that could otherwise be utilized to transport a container.

"WORKING DAY" - except as otherwise provided in individual rules or rate provisions, a Working Day means each calendar day, excepting Saturday, Sundays and Holidays, between 8:00 A.M. and 5:00 P.M.

RULE 29 - ABBREVIATIONS, CODES & SYMBOLS USED IN THIS  
TARIFF  
THE FOLLOWING SYMBOLS, CODES AND ABBREVIATION  
CODES ARE DEFINED AS FOLLOWS:

SYMBOL /CODE	DEFINITION
"A"	as CHANGE SYMBOL means an Increase
"AC"	means Artificial Atmosphere Control Container/Trailer and/or Service
"ACS"	means Alameda Corridor Surcharge / Fee
"AES"	means Automated Export System Filing Surcharge (See Rule 2.8C)
"AMS"	means Automated Manifest Filing Surcharge (See Rule 2.8A)
"AQ"	means Any Quantity (of Cargo)
"AWS"	means All-Water Service from POL to POD
"BAF"	means Bunker or Fuel Surcharge
"B/L"	means Bill of Lading
"BS"	means Bottom Stowage
"C"	As CHANGE SYMBOL means Change in Tariff provision that results in neither an Increase nor a Reduction
"CAF"	means Currency Adjustment Factor (Surcharge)
"CB"	means a Customs Broker
"CBM"	means Cubic Meter
"CFS"	means Container Freight Station
"CFT"	means Cubic Foot
"CLD"	means Chilled Cargo Service
"C.O.D."	means Collect On Delivery
"COFC"	means Container-On-Flat-Car Rail Yard/Ramp "COGSA" means the Carriage Of Goods By Sea Act, As Amended
"COL"	means Carrier Owned or Leased (Container/Trailer)
"CWT"	means 100 Pounds
"CY"	means Container Yard
"D"	means Door Transportation Service (See Rule 2.1)
"DF"	means Drop Frame Container/Trailer
"DOCF"	means Documentation/Bill of Lading Handling Fee
"E"	as CHANGE SYMBOL means Expiration
"EBAF"	means Emergency Bunker (Fuel) Surcharge
"EUR"	means Euros
"FB"	means Flat Bed Container/Trailer
"FCL"	means Full-Container Load
"FEU"	means Forty foot Equivalent Unit (i.e. 2 x 20' containers = 1 FEU)
"FF"	means a Freight Forwarder

"FMC" means the Federal Maritime Commission  
"FR" means Flat Rack Container/Trailer  
"FRZ" means Frozen Cargo Service  
"FT" means Feet

"G" as CHANGE SYMBOL means a General Rate Increase  
or Reduction  
"GC" means Garment Container/Trailer  
"GRI" means General Rate Increase

"HAZ" means Hazardous Articles  
"HH" means Half-Height Container/Trailer  
"HTD" means Heated Cargo Service

"I" as CHANGE SYMBOL means New or Initial Matter  
"IFS" means Inland Fuel Surcharge  
"IN" means Inches (on size statements)  
"IN" means Insulated Container/Trailer  
"IPI" means Inland Point Served Via Rail And/Or  
Truck Intermodal Service  
"ISPS" means International Ship and Port Security Charges

"K" means Breakbulk Transportation Service  
"KD" means Knocked Down (Packing Form)  
"KDF" means Knocked Down Flat (Packing Form)  
"KGS" means Kilos

"LCL" means Less Than Containerload  
"LTL" means Less Than Containerload

"M" means Measurement Unit (on size statements)  
"M/C" means Minimum Charge  
"MLB" means Minilandbridge Service  
"M-ton" means Measurement Ton (See Rule 2.2)

"NHZ" means Non-Hazardous Articles  
"N.O.S." means Not Otherwise Specified  
"NRA" means a NVOCC Rate Arrangement as described in and  
governed by 46 CFR 532.  
"NSbj" means Not Subject (to the Rule or  
Assessorial Referenced)  
"NVOCC" means a Non-Vessel-Operating Common Carrier

"O" means Ocean Port Transportation Service  
"OD" means On Deck Stowage  
"OT" means Open Top Container/Trailer

"P" as CHANGE SYMBOL means additional Port or Point  
"PC" means Dry Van Container  
"PCS" means Panama Canal Surcharge/Transit Fee  
"PL" means Platform Container/Trailer  
"PLT" means Pallet (Packing Form)  
"POD" means Port Of Discharge

"POL" means Port Of Loading  
"PSS" means Peak Season Surcharge

"Q" means Ro/Ro Pier Transportation Service (See Rule 2.1)

"R" as CHANGE SYMBOL means a Reduction  
"R" means Rail Yard (Ramp) Transportation Service  
(See Rule 2) (on Service statements)

"RE" means Reefer Container/Trailer and/or General  
Refrigerated Service

"S" means Container Freight Station  
Transportation Service (See Rule 2.1) (on Service  
statements)

"SBJ" means Subject (to the Rule or Assessorial  
Referenced)

"SOL" means Shipper/Consignee Owned Or Leased  
(Container/Trailer)

"T" as CHANGE SYMBOL means Terminal Rates,  
Charges or Provisions over which  
Carrier has no control

"TC" means Tank Container/Trailer

"TEU" means Twenty foot Equivalent Unit  
(i.e. 1 x 40' container = 2 TEUs)

"THC" means Terminal Handling Charge

"TL" means Top Loader Container/Trailer

"TLI" means Tariff Line Item (Rate Unit of a Rate  
Item)

"TOFC" means a Trailer-On-Flat-Car Rail Yard/Ramp

"TR" means Dry Van Trailer

"USD" means United States Dollars

"US\$" means United States Dollars

"VEH" means Vehicle

"VEN" means Ventilated Container Service

"VOCC" means a Vessel-Operating Common Carrier

"VR" means Vehicle Rack Container/Trailer

"W" as CHANGE SYMBOL means Withdrawal of an  
erroneous filing on same filing date

"W" means a Weight Unit (on Size statements)

[WRef] means Rule Charge applies ONLY When  
specifically Referenced.

"WRS" means War Risk Surcharge

"W-ton" means Weight Ton (See Rule 2.2)

"Y" means Container Yard Transportation Service

RULE 30 - ACCESS TO TARIFF INFORMATION

- a. Carrier maintains an electronic copy of this Tariff, open and free of charge in conformity with 46 CFR 520 and 46 CFR 532, as amended, at **dartmaritime.com**.
  
- b. In the event the internet Tariff is inaccessible due to an equipment breakdown, telecommunications emergency or for any other reason whatsoever, an official electronic copy of the Carrier's Rules Tariff may be viewed at the offices of DHL Global Forwarding, 1210 South Pine Island Road, Plantation, FL 33324; Telephone: 973 848 7397. Individuals wishing to review the Tariff MUST schedule an appointment not less than 24 hours' notice. Appointments may be made for any time between the hours of 9:00 AM and 5:00 PM on any Monday thru Friday other than on official government holidays.

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RULE 30 - STRIKE PROVISIONS

In the event of a strike or work stoppage (including, but not limited to, strikes, lock-outs, work stoppages or slowdowns) at a port, wheresoever occurring, and whether existing or anticipated before or after booking and/or receipt of cargo, which in the judgment of the Carrier is likely to give rise to unreasonable delay or disadvantage to, or loss of, any or all of the cargo so received or booked, the Carrier shall have the right to transport and/or transfer the cargo to or through such other port from or to which adequate ocean transportation is provided and available.

The rates and charges applying on such diverted cargo shall be as provided below:

1. If transportation service has not yet commenced on cargo booked and/or received which is scheduled to move through a port affected by a strike or work stoppage, the rate and charges applicable on such diverted cargo shall be the rate and charges applying via the actual route of movement, or in the absence of such rate and charges, the rate and charges applicable to the scheduled transportation movement, plus any additional diversion charges incurred to accomplish transportation service to destination.
2. If transportation service has not yet commenced on cargo booked and/or received for transportation from or to Carrier's facilities at a port affected by a strike or work stoppage, the rate and charges applying on such cargo shall be the rate and charges applicable to the scheduled transportation movement plus any additional diversion charges incurred for movement of cargo between the affected port and the actual port of origin or destination. Further, when arranging transportation service from or to a diversion port, Carrier's liability shall be strictly that of an agent acting on behalf of Shipper or Consignee and all risk and charges for the diversion service shall be for the account of the cargo. Carrier's NVOCC service and liability shall commence only from or terminate at the port from or to which the cargo is diverted.
3. If transportation service has commenced on cargo destined to or moving through a port affected by a strike or work stoppage, Carrier shall make every effort to deliver cargo to cargo's original scheduled destination. However, all additional charges for diversion or reconsignment (upon Shipper's or Consignee's instructions) of cargo shall be strictly for

the account of the cargo. Further, once ocean transportation service has been terminated by underlying VOCC, due to strike or work stoppage at the scheduled delivery or interchange port, Carrier's B/L liability shall cease and when making arrangements for transportation service to originally scheduled destination Carrier's liability shall be strictly that of an agent acting on behalf of Shipper or Consignee and all risk and charges for diversion service shall be for the account of the cargo.

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RULE 31 - REFERENCE TO OTHER PUBLICATIONS HEREIN

Reference to other publications in this Tariff, or in NRAs governed by this Tariff, includes references to all supplements, amendments or reissues thereof.

Reference in this Tariff to specific NRAs, Rules, TLIs or Pages in this Tariff or other publications named in this Tariff, also include reference to successive issues or amendments of such Items, TLIs or Pages.

RULE 32        CONFLICT BETWEEN RULES TARIFF AND BILL OF LADING

In the event of any conflict between the provisions of this Rules Tariff and the terms and conditions of Carrier's Bill of Lading issued to Customer, the terms and conditions of the Carrier's Bill of Lading shall control.

RULE 33        LEGAL COMPLIANCE

Merchant represents and warrants that it and the Goods are in compliance with all applicable laws and regulations, including anti-corruption, export control, and anti-terrorism laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the International Traffic in Arms Regulations administered by the U.S. State Department's Directorate of Defense Trade Controls, U.S. Export Administration Regulations administered by the U.S. Commerce Department's Bureau of Industry and Security, U.S. Anti-Boycott regulations, and the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Controls, and that the information that Merchant provides to Carrier in connection with

Merchant's compliance with all such laws is true and complete. Merchant will also comply with all applicable laws of any other country to, from, through, or over which the Goods may be carried, including all applicable laws relating to the packing, SOLAS Rule relating to the verified gross mass of containers, carriage, or delivery of the Goods. Merchant represents and warrants that the export jurisdiction and classification of the Goods is correct and that it will immediately notify Carrier in writing of any changes to such information. Pursuant to the foregoing, Merchant will furnish such information and attach documents to the Bill of Lading as may be necessary to comply with all applicable laws. Merchant will defend, indemnify, and hold Carrier harmless against any and all claims, losses, or damages arising from the conduct of Merchant and any of its officers, directors, employees, agents, owners, shareholders, or other persons acting for or on behalf of Merchant that constitutes a violation of Merchant's obligations, representations, or warranties contained herein.

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This is to certify all information contained in the tariff is true and accurate and no unlawful alterations permitted.

**FMC Org No.** 028623  
**Effective** October 15, 2020  
**Updated**  
**Type** NVOCC  
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