

## **RULE 1: GEOGRAPHIC SCOPE**

This tariff covers the transportation of the commodities listed herein between all ports and points in the United States and all ports and points worldwide. Carrier offers service only on those routings for which rates are published herein or in Negotiated Rate Arrangements or Negotiated Service Arrangements.

### **1.1.Substituted Port Service (Alternate Port Service)**

This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Carrier. In no event shall any such transfer arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the Merchant would have borne had the shipment cleared through the port originally intended.

Carrier will provide through intermodal service via all combination of air, barge, motor and rail service. Intermodal Rates will be shown either as single-factor through rates as specified in individual TRI's, NRAs or NSAs or combination through rates constructed by the addition of applicable inland factors. Carrier's liability will be determined in accordance with the provisions indicated in its Bill of Lading.

## **RULE 2: APPLICATION OF RATES AND CHARGES**

2.1 Rates apply on either a per container or weight/measurement basis. Except as provided in an individual tariff rate item ("TRI"), whenever ocean freight and assessorial charges are assessed on a weight/measurement basis, same shall be assessed on the gross weight or the overall measurement of the cargo, whichever computation produces the greater revenue to the Carrier. As used in the context of weight/measurement rates, references to "W" and "M" mean 800 pounds and 1 cubic meter, respectively.

2.2 Rates are either "port," "ramp," "CY," "CFS" or "door."

(A) With respect to rates at origin:

(i) Rates that are "port" at origin apply from the ocean terminal at the port of loading.

(ii) Rates that are "ramp" or "CY" at origin apply from the inland rail carrier's ramp at the place of receipt of the cargo by Carrier.

(iii) Rates that are "door" at origin apply from the location at which the container is stuffed and at which Carrier takes possession of the cargo.

(iv) Rates that are "CFS" at origin apply from the carrier's CFS warehouse at the place of receipt of the cargo by Carrier.

All transportation of cargo prior to the point at which Carrier's rates begin to apply as set forth above shall be at the risk and expense of Merchant.

(B) With respect to rates at destination:

(i) Rates that are "port" at destination apply to the ocean terminal at the port of discharge.

(ii) Rates that are "ramp" or "CY" at destination apply to the inland rail carrier's ramp at the place of delivery.

(iii) Rates that are "door" at destination apply to Merchant's facility at the place of delivery.

(iv) Rates that are "CFS" at origin apply from the carrier's CFS warehouse at the place of receipt of the cargo by Carrier.

All transportation of cargo subsequent to the point at which Carrier's rates cease to apply as set forth above shall be at the risk and expense of Merchant.

### **RULE 3: RATE APPLICABILITY RULE**

The rates, charges and rules applicable to any given shipment shall be those in effect on the date the cargo is received by the Carrier or its agent (including originating carriers in the case of rates for through transportation). A shipment shall not be considered as "received" until the full bill of lading quantity has been received.

### **RULE 4: MINIMUM BILL OF LADING CHARGES**

Unless otherwise provided in the relevant TRI, Negotiated Rate Arrangement, or service contract the minimum ocean freight and charges to be assessed with respect to cargo moving under a bill of lading shall be the freight and charges applicable to 800 pounds or one cubic meter.

### **RULE 5: PAYMENT OF FREIGHT CHARGES**

5.1 Except as otherwise provided in the relevant TRI, all freight and charges to destination shall be considered earned and shall be payable by Merchant, without refund or offset in whole or in part, upon receipt of the goods by Carrier or its agent.

5.2 Except as indicated in individual rate filings or other charges filed in this tariff in other than U.S. currency, and which must be paid in that other currency, all rates and charges in this tariff must be paid in U.S. currency. Payment shall be made to Carrier or its agent at origin.

5.3 Carrier may extend credit, in its sole discretion, to qualified shippers or consignees on the following terms:

A "qualified" shipper or consignee shall mean persons with

- (1) sufficient provable financial resources; or
- (2) a history of satisfactory financial dealings with Carrier; or
- (3) credit references satisfactory to Carrier.

Credit will be extended on terms consistent with market rates at the time and place of shipment and on Carrier's assessment, in its sole discretion, of the credit risk of the particular shipper or consignee.

## **RULE 6: BILL OF LADING**

The following is a sample copy of Carrier's bill of lading Terms & Conditions:

Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only. These provisions constitute a contract between Merchant and Carrier.

### **1. DEFINITION.**

- a) "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.
- b) "Carrier" means the Company named on the face side hereof which is a non-vessel operating common carrier, and on whose behalf this Bill of Lading was issued, whether acting as carrier or bailee.
- c) "Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant.
- d) "Container" means any container (closed or open top), van, trailer, flatbed, transportable tank, railroad car, vehicle, flat, flatrack, pallet, skid, platform, cradle, sling- load or any other article of transport.
- e) "Goods" means the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier.
- f) "Merchant" means the shipper, consignee, receiver, holder of this Bill of Lading, owner of the cargo or person entitled to the possession of the cargo and their principals and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this Bill of Lading.
- g) "On Board" or similar words endorsed on this Bill of Lading mean that in a Port to Port movement, the Goods have been loaded on board the Vessel or are in the custody of the actual ocean carrier; and in the event of Through Transportation, if the originating carrier is an inland or coastal carrier, means that the Goods have been loaded on board rail cars or another mode of

transport at the Place of Receipt or are in the custody of a Participating carrier and en route to the Port of Loading named on the reverse side.

h) "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading.

i) "Participating carrier" means any other carrier by water, land or air, performing any state of the Carriage, including inland carriers, whether acting as sub-carrier, connecting carrier, substitute carrier or bailee.

j) "Person" means an individual, a partnership, a body corporate or any other entity of whatsoever nature.

k) "Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, feedership, barge, or other means of conveyance by water used in whole or in part by the Carrier to fulfill this contract.

## **2. CARRIER'S TARIFFS.**

The Goods carried hereunder are subject to all the terms and conditions of the Carrier's applicable tariff(s) on file with a regulatory body whose rules govern all or a particular portion of the Carriage and said terms and conditions are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading. Copies of Carrier's tariffs may be obtained from Carrier or its agents or from Carriers' website, the address of which is set forth on the U.S. Federal Maritime Commission's website at [www.fmc.gov](http://www.fmc.gov). In the event of any conflict between the terms and conditions of such tariff(s) and the Terms and Conditions of this Bill of Lading, this Bill of Lading shall prevail. Carrier may enter into Negotiated Rate Arrangements with Merchant in lieu of publishing the applicable rates and charges for services provided in its rate tariff.

## **3. WARRANTY/ACKNOWLEDGMENT.**

The Merchant warrants that in agreeing to the Terms and Conditions hereof, it is, or is the agent and has the authority of, the owner or person entitled to the possession of the Goods or any person who has a present or future interest in the Goods. The Merchant acknowledges that the Carrier is a non-vessel operating common carrier ("NVOCC"), and that it neither owns nor charters vessels, as a result of which the Carrier or any sub-carrier (which may be an NVOCC) will be required to contract with an actual ocean carrier to accomplish the Carriage contemplated by this Bill of Lading and does so as agent of the Merchant. The Merchant further acknowledges that by identifying the carrying Vessel on the face side hereof, it knows or can determine the name of the actual ocean carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tariff(s) and agrees to be bound thereby.

## **4. RESPONSIBILITY.**

a) Except where the Carriage covered by this Bill of Lading is to or from a port or locality where there is in force a compulsorily applicable ordinance or statute similar in nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, the provisions of which cannot be departed from, and suit is brought in such port or locality, all carriage under this Bill of Lading shall have effect subject to the Carriage of Goods by Sea Act of the United States (COGSA), approved April 16, 1936. and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of its rights, immunities, exemptions, limitations or exonerations or an increase of any of its responsibilities or liabilities thereunder or, as the case may be, such ordinances or statutes. The

provisions of its responsibilities or liabilities under COGSA or such compulsorily applicable ordinances or statutes (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the Goods or Containers or other packages are in the care, custody and/or control of the Carrier, its agents, servants, Participating carriers or independent contractors (inclusive of all subcontractors), whether engaged by or acting for the Carrier or any other person, and during the entire time the Carrier is responsible for the Goods.

b) Notwithstanding above, if the loss or damage occurred outside of the United States not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:

cannot be departed from by private contract to the detriment of Merchant, and would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Section 4(b) above.

c) The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, misdelivery or other loss or damage to or in connection with the Goods or Containers or other packages occurring at any time contemplated under subdivision a) of this Clause.

d) The Carrier shall, irrespective of which law is applicable under subdivision a) of this Clause, be entitled to the benefit of the provisions of Sections 4281 to 4287, inclusive of the Revised Statutes of the United States and amendments thereto.

e) The Carrier shall not be liable for any consequential or special damages arising from loss or damage to Goods, Containers or other packages.

f) The Carrier does not undertake that the goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

g) The Carrier shall not be liable for any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

h) When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid.

i) The rights, defenses, exemptions, limitations of and exonerations from liability and immunities of whatsoever nature provided for in this Bill of Lading shall apply in any action or proceeding against the Carrier, its agents and servants and/or any Participating carrier or independent contractor, whether in tort, contract or otherwise.

h) Carrier shall not be liable for any loss or damage arising from:

i. an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge,

ii. compliance with the instructions of any person authorized to give them,

iii. handling, loading, stowage or unloading of the goods by or on behalf of Merchant,

iv. inherent vice of the goods or concealed damage to or shortage of goods packed by Merchant,

- v. lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed,
- vi. insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads,
- vii. fire, unless caused by actual fault or privity of Carrier,
- viii. any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

#### **5. THROUGH TRANSPORTATION.**

When either the Place of Receipt or Place of Delivery set forth herein is an inland point or place other than the Port of Loading (Through Transportation basis), the Carrier will procure transportation to or from the sea terminal and such inland point(s) or place(s) and, notwithstanding anything in this Bill of Lading, but always subject to Clause 4 hereof, the Carrier shall be liable for loss or damage of whatsoever nature and howsoever arising to the following extent, but no further:

- a) Upon proof that the loss or damage arose during a part of the Carriage herein made subject to COGSA or other legislation, as set forth in Clause 4 a) hereof, said legislation shall apply; or
- b) Upon proof that the loss or damage not falling within a) above, but concerning which law of any country, state or subdivision thereof contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct contract with the Carrier, a Participating carrier or independent contractor, as referred to herein, , relative to a particular stage of transport or other handling wherein the loss or damage occurred and received as evidence thereof a particular receipt or other document, then the liability of the Carrier, Participating carrier and independent contractor shall be subject to the provisions of such law.
- c) If it should be determined that the Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any Participating carrier or independent contractor, and be subject to law compulsorily applicable to their bills of lading, receipts, tariffs and/or law applicable thereto, then the Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature accorded under such bill of lading, receipt, tariff and/or applicable law, provided however, that nothing contained herein shall be deemed a surrender by the Carrier of any of its rights, defenses and immunities or an increase of any of its responsibilities or liabilities under this Bill of Lading, the Carrier's applicable tariff or laws applicable or relating thereto .
- d) Except as herein above provided, the Carrier shall have no liability for damage to the Goods.

#### **6. SUBCONTRACTING: BENEFICIARIES.**

- a) The Carrier shall be entitled to subcontract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by it in relation to the Goods or Containers or other packages or any other goods.
- b) It is understood and agreed that if it should be adjudged that any person or entity other than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where any loss or damage shall occur and without regard to whether the Goods covered hereby or any other goods are being handled or are damaged directly or indirectly during any handling, and even if the Goods or other goods are transported on free in, stowed and/or free out terms, all exemptions, limitations of and exonerations from liability provided by law or by the Terms and Conditions hereof shall be available to all agents, servants, employees, representatives, all Participating (including inland)

carriers and all stevedores, terminal operators, warehousemen, crane operators, watchmen, carpenters, ship cleaners, surveyors and all independent contractors inclusive of all persons providing any service whatsoever. In contracting for the foregoing exemptions, limitations of and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to the contract evidenced by this Bill of Lading, regardless for whom acting or by whom retained and paid, it being always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations of or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

c) The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea or air transport and to arrange participation by other carriers to accomplish the total or any part of the Carriage from Port of Loading to Port of Discharge or from Place of Receipt to Place of Delivery, or any combination thereof, except as may be otherwise provided herein.

d) The Merchant agrees that the Carrier shall be deemed to be a beneficiary of the actual ocean carrier's bill of lading and of all exemptions, limitations of and exonerations from liability therein contained even though the Carrier acts as agent of the Merchant in contracting with the actual ocean carrier for the Carriage of Goods. Notwithstanding, under no circumstances shall the Carrier be responsible for any damages to an extent greater than the actual ocean carrier or any beneficiaries of its bill of lading.

e) No agent or servant of the Carrier or other person or class named in subdivision b) hereof shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of the Carrier having actual authority to bind the Carrier to such waiver or variation.

#### **7. MERCHANT'S RESPONSIBILITY: DESCRIPTION OF GOODS.**

a) The description and particulars of the Goods set out on the face hereof or any description particular to other representation appearing on the Goods or documents relating thereto are furnished by the Merchant and the Merchant warrants to the Carrier that the description, particulars and any representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct and Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from any inaccuracy..

b) The Merchant warrants it has complied with all applicable laws, regulations and requirements of Customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particulars relative to the Goods.

c) The Merchant further warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

d) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's prior express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the

Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges. If the goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

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

f) The Merchant shall be liable for all loss, damage and/or expense of any kind whatsoever, including but not limited to contamination, soiling, detention and demurrage before, during and after the Carriage of property (including but not limited to Containers) of the Carrier or any person or Participating carrier or anyone else (other than the Merchant) caused by the Merchant or any person acting on its behalf or for which the Merchant is otherwise responsible.

g) The Merchant shall defend, indemnify, and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7 or from any cause in connection with the Goods for which the Carrier is not ultimately responsible.

## **8. CONTAINERS.**

a) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods. Containers, whether stuffed by or on behalf of the Carrier or received fully stuffed, may be carried on or under deck without notice, and the Merchant expressly agrees that cargo stuffed in a Container and carried on deck is considered for all legal purposes to be cargo stowed under deck. Goods stowed in Containers on deck shall be subject to the legislation referred to in Clause 4. hereof and will contribute in General Average and receive compensation in General Average, as the case may be.

b) The Terms and Conditions of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

c) If a Container has been stuffed by or on behalf of the Merchant the Carrier shall not be liable for loss of or damage to the Goods (i) caused by the manner in which the Container has been stuffed, (ii) caused by the unsuitability of the Goods for carriage in Containers provided that the subdivision c) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the

Container was stuffed and secured and prior to its locking and/or sealing. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty.

d) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is only obliged to provide a dry container (i.e. without temperature or atmosphere control) and is not under an obligation to provide a Container of any other type or quality. Merchant shall inspect containers before stuffing them and the use of containers shall be prima facie evidence of their being sound and suitable for use.

e) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by a), b), c) or d).

#### **9. CONTAINERS WITH HEATING OR REEFER APPARATUS.**

Containers with temperature or atmosphere control apparatus for heating, refrigeration, ventilation or otherwise will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may entail increased Charges. In the absence of an express request, it shall be conclusively presumed that the use of a dry container is appropriate for the Goods. Merchant must provide Carrier with desired temperature range in writing at time of booking and insert same on the face side of the Bill of Lading and, where so provided, Carrier is to exercise due diligence to maintain the temperature within a reasonable range while the Containers are in its care, custody and/or control or that of any Participating carrier or independent contractor. The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers not owned or leased by Carrier or for latent defects not discoverable by the exercise of due diligence.

Where the Container is stuffed or partially stuffed by or on behalf of the Merchant, the Merchant warrants that it has properly pre-cooled the Container, that the Goods have been properly stuffed and secured within the Container and that the temperature controls have been properly set prior to delivery of the Container to the Carrier, its agents, servants, or any Participating carrier or independent contractor. The Merchant accepts responsibility for all damage or loss of whatsoever nature resulting from a breach of any of these warranties, including but not limited to other cargo consolidated in the Container with the Merchant's Goods or to any other cargo, property or person damaged or injured as a result thereof, and the Merchant agrees to defend, indemnify and hold the Carrier, its agents, servants, Participating carriers and independent contractors harmless from and against all claims, suits, proceedings and other consequences thereof regardless of their nature and merit.

#### **10. CARRIER'S EQUIPMENT: INDEMNITY.**

Whenever the Merchant, or an agent, servant, contractor or anyone else acting on its behalf, directly or indirectly, takes possession of or exercises control over a Container and/or any equipment whatsoever owned or leased by, or the use of which is provided to or by the Carrier, any Participating carrier, their agents, servants or independent contractors, the Merchant agrees to defend, indemnify and hold harmless the Carrier, any Participating carrier and independent contractors, their agents and servants, from and against any loss, damage or expense to or incurred by said Container and equipment, as well as to any third-party property, and for any

injury to or death of persons arising out of the use of said Container and equipment and/or failure to timely return the Container to the Carrier.

**11. OPTION OF INSPECTION.**

The Carrier and any Participating carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense, the Carrier and Participating carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to continue the Carriage or to store the Goods, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional Charges and consequences so incurred.

**12. DECK CARGO.**

Deck cargo (except that carried in Containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals), and the Carrier will not in any event be liable for any loss or damage for or from which it is exempt, immune or exonerated by applicable law, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the Merchant. Except as may be otherwise provided herein, such shipments shall be deemed Goods and shall be subject to all Terms and Conditions of this Bill of Lading.

**13. SOLAS WEIGHT CERTIFICATION:**

Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as Carrier's own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

**14. METHODS AND ROUTES OF TRANSPORTATION; LIBERTIES.**

With respect to the Goods or Containers or other packages, the Carrier may at any time and without notice to the Merchant:

- a) use any means of transport (water, land and/or air) or storage whatsoever;
- b) forward, transship or retain on board or carry on another vessel or conveyance or by any other means of transport other than that named on the reverse side hereof;
- c) carry Goods on or under deck at its option;
- d) proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route in or out of geographical rotation;
- e) proceed to or stay at any place whatsoever once or more often and in any order or omit calling at any port, whether scheduled or not;
- f) store, vanned or devanned, at any place whatsoever, ashore or afloat, in the open or covered;
- g) proceed with or without pilots;
- h) carry livestock, contraband, explosives, munitions, warlike stores, dangerous or hazardous goods or goods of any and all kinds;
- i) drydock or stop at any unscheduled or unadvertised port for bunkers, repairs or for any purpose whatsoever;

- j) discharge and require the Merchant to take delivery, vanned or devanned;
- k) comply with any orders, directions or recommendations given by any government or authority or by any person or body acting or purporting to act with the authority of any government or authority or having under the terms of the insurance on the vessel or other conveyance employed by the Carrier the right to give such orders, directions or recommendations;
- l) take any other steps or precautions as may appear reasonable to the Carrier under the circumstances. The liberties set out in subdivisions a) through l) may be invoked for any purpose whatsoever even if not connected with the Carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation. In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

**15. MATTERS AFFECTING PERFORMANCE.**

In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of, during or after the Carriage, which in the judgment of the Carrier is likely to give rise to any hindrance, risk, capture, seizure, detention, damage, delay, difficulty or disadvantage or loss to the Carrier or any part of the Goods, or make it unsafe, imprudent, impracticable or unlawful for any reason to receive, keep, load, carry or discharge them or any part of them or commence or continue the Carriage or disembark passengers at the port of Discharge or at the usual or intended place of discharge or delivery, or to give rise to danger, delay or difficulty of whatsoever nature in proceeding by the usual or intended route, the Carrier and any Participating carrier, without notice to the Merchant, may decline to receive, keep, load, carry or discharge the Goods, or may discharge the Goods and may require the Merchant to take delivery and, upon failure to do so, may warehouse them at the risk and expense of the Merchant and Goods or may forward or transship them as provided in this Bill of Lading, or the Carrier may retain the Goods on board until the return of the Vessel to the Port of Loading or to the Port of Discharge or any other point or until such time as the Carrier deems advisable and thereafter discharge them at any place whatsoever. In such event, as herein provided, such shall be at the risk and expense of the Merchant and Goods, and such action shall constitute complete delivery and performance under this contract, and the Carrier shall be free from any further responsibility. For any service rendered as herein above provided or for any delay or expense to the Carrier or Vessel caused as a result thereof, the Carrier shall, in addition to full Charges, be entitled to reasonable extra compensation, and shall have a lien on the Goods for same. Notice of disposition of the Goods shall be sent to the Merchant named in this Bill of Lading within a reasonable time thereafter.

All actions taken by the Carrier hereunder shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

**16. DELIVERY.**

If delivery of the Goods or Containers or other packages or any part thereof is not taken by the Merchant when and where and at such time and place as the Carrier is entitled to have the Merchant take delivery, they shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a warehouse or other place, containerized or devanned, always at the risk and expense of the Merchant and Goods.

If the Goods are stuffed within a Container owned or leased by the Carrier, the Carrier shall be entitled to devan the contents of any such Container, whereupon the Goods shall be considered to have been delivered to the Merchant and the Carrier may at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods.

**17. CHARGES, INCLUDING FREIGHT.**

At ports or places where by local law, authorities or custom, the Carrier is required to discharge cargo to lighters or other craft or where it has been so agreed or where wharves are not available which the Vessel can get to, be at, lie at, or leave, always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely to delay the Vessel, the Merchant shall promptly furnish lighters or other craft to take delivery alongside the Vessel at the risk and expense of the Goods. If the Merchant fails to provide such lighters or other craft, Carrier, acting solely as agent for the Merchant, may engage such lighters or other craft at the risk and expense of the Merchant and Goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of Carrier with respect to the Goods shall thereupon terminate. The Charges payable hereunder have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall, at any time, be entitled to inspect, reweigh, remeasure or revalue the contents and, if any of the particulars furnished by the Merchant are found to be incorrect, the Charges shall be adjusted accordingly and the Merchant shall be responsible to pay the correct Charges and all expenses incurred by the Carrier in checking said particulars or any of them.

Charges shall be deemed earned on acceptance of the Goods or Containers or other packages for shipment by the Carrier and shall be paid by the Merchant in full, without any offset, counterclaim or deduction, cargo and/or vessel or other conveyance lost, or not lost, and shall be non-returnable in any event.

The Merchant shall remain responsible for all Charges, regardless whether the Bill of Lading states, in words or symbols, that it is "Prepaid" or "Collect." Merchant shall be liable for all demurrage, detention and storage charges imposed on the Goods or their Containers by third parties.

In arranging for any services with respect to the Goods, the Carrier shall be considered the exclusive agent of the Merchant for all purposes, and any payment of Charges to other than the carrier shall not, in any event, be considered payment to the Carrier.

The Merchant shall defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss damage and expense which may be sustained or incurred relative to the above.

Interest at 1.5% per month shall run from the date when freight and charges are due. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods. Merchant shall be liable for all dues, fees, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government. Merchant shall be liable for all demurrage, detention or other charges imposed on the goods or their containers by third parties.

The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys'

fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

**18. CARRIER'S LIEN.**

The Carrier shall have a lien on the Goods, inclusive of any Container owned or leased by the Merchant and on all equipment and appurtenances thereto, as well as on any Charges due any other person, and on any documents relating thereto, in connection with this shipment, or any previous shipment, of Merchant, or both, which lien shall survive delivery, for all sums due under this contract or any other contract or undertaking to which the Merchant was party or otherwise involved, including, but not limited to, General Average contributions, salvage and the cost of recovering such sums, inclusive of attorneys' fees. Such lien may be enforced by the Carrier by public or private sale at the expense of and without notice to the Merchant. Carrier may apply the net proceeds of such sale to the payment amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

The Merchant agrees to defend, indemnify and hold the Carrier, any Participating Carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage or expense which may be sustained or incurred by the Carrier relative to the above and the Merchant agrees to submit to the jurisdiction of any court, tribunal or other body before whom the Carrier may be brought, whether said proceeding is of a civil or criminal nature.

**19. RUST.**

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

**20. GENERAL AVERAGE.**

a) If General Average is declared, it shall be adjusted according to the York/Antwerp Rules of 1994 and all subsequent amendments thereto from time to time made, at any place at the option of any person entitled to declare General Average, and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein, and the Merchant shall provide such security as may be required in this connection. The General Average statement shall be prepared by adjusters appointed by Carrier.

b) Notwithstanding a) above, the Merchant shall defend, indemnify and hold harmless the Carrier and any Participating carrier, their agents and servants, in respect of any claim (and any expense arising therefrom) of a General Average and/or salvage nature which may be made against the Carrier and/or any Participating carrier and shall provide such security as may be required by the Carrier in this connection.

c) Neither the Carrier nor any Participating carrier shall be under any obligation to take any steps whatsoever to post security for General Average or to collect security for General Average contributions due from or to the Merchant.

**21. LIMITATION OF LIABILITY.**

Except as otherwise provided in this Clause or elsewhere in this Bill of Lading, in case of any loss or damage to or in connection with cargo exceeding in actual value the equivalent of \$500

lawful money of the United States, per package, or in case of cargo not shipped in packages, per customary freight unit, the value of the cargo shall be deemed to be \$500 per package or per customary freight unit. The Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per customary freight unit or pro rata in case of partial loss or damage, unless the nature of the cargo and valuation higher than \$500 per package or per customary freight unit shall have been declared by the Merchant before shipment and inserted in the space provided on the front of this Bill of Lading, and extra freight paid if required. In such case, if the actual value of the cargo per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value.

As to cargo shipped in bulk, the limitation applicable thereto shall be the limitation provided in Section 1304(5) of COGSA, or such other legislation, convention or law as may be applicable, and in no event shall anything herein be construed as a waiver of limitation as to cargo shipped in bulk.

Where a Container is not stuffed by or on behalf of the Carrier or the parties characterize the Container as a package or a lump sum freight is assessed, in any of these events, each individual such Container, including in each instance its contents, shall be deemed a single package and Carrier's liability limited to \$500 with respect to each such package, except as otherwise provided in this Clause or elsewhere in this Bill of Lading with respect to each such package. In the event this provision should be held invalid during that period in which compulsory legislation shall apply of its own force and effect, such as during the tackle-to-tackle period, it shall nevertheless apply during all non-compulsory periods such as, but not limited to, all periods prior to loading and subsequent to discharge from the Vessel for which the Carrier remains responsible. Where compulsorily applicable legislation provides a limitation less than \$500 per package or shipping unit, such lesser limitation shall apply and nothing herein contained shall be construed as a waiver of a limitation less than \$500.

Further, where a lesser monetary limitation is applicable, such as during handling by a Participating Carrier or Independent Contractor and damage occurs during its or their period of care, custody, control and/or responsibility, the Carrier shall be entitled to avail itself of such lesser limitation.

If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

## **22. LIMITATION OF LIABILITY FOR INLAND TRANSPORTATION**

In the event the Carmack Amendment or other legislation governing transport from the Place of Receipt to the Port of Loading or from the Port of Discharge to the Place of Delivery is

compulsorily applicable during such transport and renders the legislation referred to in Clause 4. a) hereof inapplicable, the Carrier's liability shall be limited to \$.50 per lb. of the Goods shipped unless the Merchant, before shipment, shall have declared in writing the nature of the Goods and their true value, inserted it on the face side of the Bill of Lading and paid extra freight, if required.

In all such instances, the Merchant has 9 months from the date of delivery or date delivery should have been made to file a written claim against the Carrier, which claim must state the nature of the Goods, the type loss or damage sustained and include a specified or determinable amount of money. A claim is not considered "filed" until it has been delivered to and received by the Carrier.

In the event compulsorily applicable law provides for a greater period of time to file a claim or civil action, such period(s) shall govern.

### **23. FORCE MAJEURE**

Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts. In such event, Company reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service.

### **24. HEAVY LIFT**

a) Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

b) If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

c) Merchant agrees to comply with all laws or regulations concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.

### **25. BOTH-TO-BLAME COLLISION CLAUSE**

If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the

owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

**26. NOTICE OF CLAIM; TIME FOR SUIT.**

As to any loss or damage presumed to have occurred during the Carrier's period of responsibility, the Carrier must be notified in writing of any such loss or damage or claim before or at the time of discharge/removal of the Goods by the Merchant or, if the loss or damage is not then apparent, within 3 consecutive days after discharge/delivery or the date when the Goods should have been discharged/delivered or the date when the Goods should have been delivered.

If not so notified, discharge, removal or delivery, depending upon the law applicable, shall be prima facie evidence of discharge/delivery in good order by the Carrier of such Goods.

In any event, the Carrier shall be discharged from all liability of whatsoever nature unless suit is brought within 1 year after delivery of the Goods or the date when the Goods should have been delivered, provided, however, that if any claim should arise during a part of the transport which is subject by applicable law and/or tariff and/or contract to a shorter period for notice of claim or commencement of suit, any liability whatsoever of the Carrier shall cease unless proper claim is made in writing and suit is brought within such shorter period. The time bar for overcharge claims shall be nine (9) months.

Suit shall not be deemed "brought" unless jurisdiction is obtained over the Carrier by service of process or by an agreement to appear. In the event this provision is held invalid during that period in which compulsory legislation shall apply of its own force and effect, such as during the tackle-to-tackle period, it shall nevertheless apply during all non-compulsory periods during which the Carrier remains responsible for the Goods.

**27. JURISDICTION**

All disputes of whatsoever nature under or in connection with this Bill of Lading shall be determined by the United States District Court for the Southern District of New York to the exclusion of any other court, which shall have exclusive jurisdiction and venue over such disputes. Merchant and Carrier agree that they are each personally subject to the jurisdiction of such court. Carrier may, however, in its absolute and sole discretion invoke or voluntarily submit to the jurisdiction of any other court which, but for the terms of this Bill of Lading, could properly assume jurisdiction to hear and determine such disputes, but such shall not constitute a waiver of the terms of this provision in any other instance.

**28. NON-WAIVER AND SEPARABILITY.**

Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or any defense, immunity, exemption, limitation or exoneration from liability contained in the laws of the United States, or of any other country whose laws may be applicable. The Terms and Conditions of this Bill of Lading (including all of the terms and conditions of the carrier's applicable tariff or tariffs, incorporated herein by virtue of Clause 2 above) shall be separable, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

**RULE 7: SURCHARGES AND ARBITRARIES**

**7.1 CURRENCY ADJUSTMENT FACTOR (CAF)**

Per VOCC's tariff

7.2 BUNKER/FUEL SURCHARGE (BAF)

Per VOCC's tariff

7.3 ORIGINATING CFS SURCHARGE

Per VOCC's tariff

7.4 DOCUMENTATION FEE

Per VOCC's tariff or as specified in individual TRI's

7.5 INLAND FUEL CHARGE (IFS)

Per VOCC's tariff

7.6 PEAK SEASON SURCHARGES (PSS)

Per VOCC's tariff

7.7 ALAMEDA CORRIDOR CHARGE (ACC)

As specified or incorporated in individual TRI's.

7.8 PORT CONGESTION SURCHARGE (PCS)

As specified in individual TRI's.

7.9 AUTOMATED MANIFEST SYSTEM (AMS) SURCHARGE

Unless otherwise specified in rate filings in this tariff, all rates for cargo destined for the U.S. shall be subject to an Automated Manifest System (AMS) surcharge of US\$35 per bill of lading.

7.10 PANAMA CANAL CHARGE (PCC)

Per VOCC's tariff

7.11 SUEZ CANAL CHARGE (SCC)

Per VOCC's tariff

7.12 TRAFFIC MITIGATION FEE (TMF)

Per VOCC's tariff

**RULE 8: PASS THROUGH CHARGES EFFECTIVE UPON PUBLICATION**

Unless otherwise provided in a specific TRI or NRA, Carrier may publish with immediate effect changes in charges and additional charges which are not under the control of Carrier and which Carrier passes through to its customers without mark-up. Certain of Carrier's charges to Shippers are based on rates charged to Carrier by third parties, such as terminals, public authorities and vessel operating carriers. When Carrier passes these charges through to Shippers without mark-up, they will be published in this Tariff with an effective date matching the effective date of the underlying service provider, which shall also be specified in the tariff item. Although Carrier will endeavor to publish these pass through charges as quickly as possible after it receives notice, they may, in some cases, take effect upon publication.

## **RULE 9: AD VALOREM RATES**

9.1 The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.

9.2 If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate on the Carrier's Bill of Lading covering such shipments and such additional liability will only be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying on the commodities shipped as specified herein.

9.3 Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the ad valorem rate, unless specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate, with a minimum Ad Valorem charge per package or piece which shall be \$75.00 per package so declared.

9.4 Where the rates are specified herein for individual items as applying on an Ad Valorem basis, the value used in assessing freight charges shall be the value shown on the Shipper's Export Declaration.

## **RULE 10: CO-LOADING**

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

### **10.1 Extent of Activity**

Carrier participates in co-loading agreements with other NVOCC's on a Carrier-to-Carrier relationship, and evidences such agreements with signed contracts to that effect.

If Carrier is the tendering co-loader in such a relationship, Carrier shall notify Shipper(s) of such action by annotating each applicable Bill of Lading with the identity of the receiving NVOCC.

Carrier also participates in co-loading with other NVOCC's on a Shipper-to-Carrier relationship, where there is no Carrier-to-Carrier agreement. In such relationships, the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the tendered cargo.

If Carrier is the tendering co-loader in such a relationship, Carrier shall notify Shipper(s) of such action by annotating each applicable Bill of Lading with the identity of the receiving NVOCC.

### **10.2 Liability**

Carrier's liability to the Shipper shall be as specified on the Shipper's Bill of Lading whether or not Shipper's cargo has been co-loaded. Where Carrier is the tendering NVOCC, Carrier shall be

responsible to the receiving NVOCC for payment of any charges for the transportation of the cargo.

## **RULE 11: DANGEROUS AND HAZARDOUS CARGO**

11.1 These terms apply to all commodities which bear standard caution labels as required by the "Code of Federal Regulations".

11.2 Dangerous Cargo consists of those commodities which are required by the "Code of Federal Regulations" to be confined to on deck stowage only. Such commodities shall be assessed the "Dangerous Cargo" rate, unless otherwise provided.

11.3 Hazardous Cargo consists of those commodities for which on deck stowage is not required and which may be stowed under deck in conformity with "Code of Federal Regulations". Such commodities shall be assessed the General Cargo rate, unless otherwise provided.

11.4 Carrier will hold Shipper(s) solely responsible for any penalties and/or damages resulting from failure to comply with the foregoing certification.

11.5 Explosives, Inflammables, Flammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's option of acceptance and to special booking arrangements.

11.6 In the event the authorities at destination take the position that cargo is corrosive, flammable, inflammable, explosive or injurious, the owners of such cargo shall take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice (and notwithstanding any custom of the port to the contrary), may discharge such cargo into lighter or other conveyance at the risk of the owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the port authorities or the storage or reception of same, to be for account of the Consignees, and/or Owners and/or Shippers of such cargo.

11.7 Any fines or penalties incurred due to the failure of Merchant to conform to the regulations or this rule will be for the account of Merchant. In addition, Merchant indemnifies and holds Carrier harmless from and against any liability for damage to property or person arising from the ocean or inland transportation and handling of hazardous cargoes, except where such liability is the exclusive fault of carrier.

11.8 Transportation of explosives, inflammable, dangerous or objectional cargo have to meet the requirements stipulated in the foregoing certification. United States Code of Federal Regulations, Title 46, Shipping Parts 146-179 United States Code of Federal Regulations, Title 49, Shipping Parts 170-179 International Maritime Dangerous Goods Code (IMCO) published by

the Intergovernmental Maritime Consultative Organization, 101-103 Piccadilly, London, W1V, DAF, England as listed: Class 1 (Explosives), Class 2 (Gases; Compressed or Liquefied or dissolved under pressure), Class 3 (Inflammable Solids), Class 5 (Oxidizing Substances and Organic Peroxide), Class 6 (Poison and Infectious Substances), Class 7 (Radioactive Substances), Class 8 (Corrosive), Class 9 (Miscellaneous Dangerous Substances).

#### **RULE 12: RETURNED CARGO**

Cargo will be returned to regular Ports of Call at the current inbound rates. Shippers and/or Owners must show evidence of inbound movement on outbound Bill of Lading prior to return shipment by furnishing copy of inbound Bill of Lading. Period allowed for return of shipment shall not exceed one year.

#### **RULE 13: OVERCHARGE CLAIMS**

13.1 Shippers desiring to present claims should submit the same in writing, to the Carrier's office or Federal Maritime Commission in Washington, DC. 20573, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the claim. Should further information be required by the Carrier in order that full consideration may be given to the claim, the Shipper will be notified. Such claims must be filed within one year of the date the cause of action accrued; and

13.2 Claims for freight rate adjustments filed in writing shall be acknowledged by the Carrier within twenty days of receipt by written notice to the Claimant of the tariff provisions actually applied and Claimants rights under the Shipping Act of 1984, as amended.

13.3 For the purpose of uniformity in handling claims for adjustment of freight charges based on alleged errors in cargo description, tariff application, cargo weight and/or measurement, refunds will only be considered as follows:

- A. Claims must contain the following original or certified documents:
  - Bill of Lading
  - Packing List
  - Commercial Invoice
  - Custom Entry Permit/Import Declaration, as applicable
  - Customs Export Declaration as applicable
- B. If claim is presented to the carrier in writing, cargo may be inspected at port of loading or at destination:
  - By carrier's agent
  - Jointly by shipper or consignee and carrier's agent, or
  - By a marine surveyor when requested by carrier's agent.

13.4 Claims for refunds of freight charges.

1. For the purpose of uniformity in handling, claims for excess measurement will not be considered unless presented to the Carrier in writing and refunds will be made only as follows:
  - a. Where error has been made in calculation of measurement by the dock staff at loading port.
  - b. Against re-measurement at port of loading prior to vessel's departure.
  - c. By re-measurement at port of discharge by a certified marine surveyor.
2. In case of claims by Shipper for overcharge in weight, certified invoices of weigher's certificates will be considered evidence of correct weight.

**RULE 14: FREE TIME, DETENTION AND DEMURRAGE**

14.1 Carrier is a non-vessel operating common carrier and the equipment it uses to provide transportation services to Merchant is provided by the vessel-operating common carrier (“VOCC”) that operates the vessel transporting the cargo.

14.2 The VOCC imposes detention charges if empty containers released for loading and/or loaded containers released for unloading are not returned within a specified period of time (“free time”). Merchant shall be liable to Carrier for any detention charges imposed on Carrier and attorney’s fees and related costs, by VOCC as a result of Merchant’s failure to return containers within applicable free time

14.3 The VOCC and/or the marine terminal operator imposes demurrage or storage charges if loaded containers are not removed from the marine terminal within a specified period of time (“free time”). Where service is “port” at destination and removal of containers from the VOCC’s marine terminal is responsibility of Merchant, Merchant shall be liable to Carrier for any demurrage charges imposed on Carrier by VOCC and/or marine terminal operator, and attorney’s fees and related costs, as a result of Merchant’s failure to remove containers within applicable free time.

14.4 Demurrage & detention charges imposed on Carrier by VOCC and/or marine terminal will be passed onto Merchant at cost according to each VOCC’s tariff.

**RULE 15: NVOCC NEGOTIATED RATE ARRANGEMENTS (NRA’s)**

As per 46 CFR Part 532 -- NVOCC Negotiated Rate Arrangements -- Carrier has elected to utilize NVOCC Negotiated Rate Arrangements (NRAs) for its shipments in addition to its Tariff Rates.

**DEFINITIONS:**

- “NVOCC Negotiated Rate Arrangement” or “NRA” means a written and binding arrangement between an NRA shipper and an eligible NVOCC to provide specific transportation

service for a stated cargo quantity, from origin to destination, on and after receipt of the cargo by the carrier or its agent (or the originating carrier in the case of through transportation).

- “Tariff Rate” means a price stated in a tariff for providing a specified level of transportation service for a stated cargo quantity, from origin to destination, on and after a stated effective date or within a defined time frame.

**EXTENT OF ACTIVITY:**

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Carrier participates in NRA's and utilizes Tariff Rates. As required by 46 CFR Section 532.4, Carrier's governing rule publication is available free of charge to the public at <http://www.cargosphere.net/sta/>.

**RULE 16: FINANCIAL RESPONSIBILITY OF CARRIER; AGENT FOR SERVICE OF PROCESS**

16.1 Carrier certifies that said carrier has furnished the Federal Maritime Commission a bond in the required amount.

16.2 If required, according to the domicile of the Carrier, Carrier has designated a legal agent for the service of judicial and administrative process, including subpoenas. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the NVOCC's legal agent for service of process.

16.3 Carrier states the following to be true and correct and on file with the commission.

SURETY BOND NUMBER: 50670

SURETY COMPANY  
Great American Alliance Insurance Company  
c/o Avalon Risk Management, Inc.  
150 Northwest Point Blvd., 4<sup>th</sup> FL  
Elk Grove Village, IL 60007

U.S. RESIDENT AGENT  
Peter N. Starosta  
Star Asia International, Inc.  
208 Church Street  
Decatur, GA 30030

**RULE 17: DEFINITIONS AND SYMBOLS**

“Carrier” means Star Asia International, Inc.

“Merchant” means the persons named as shipper, exporter, consignee and/or receiver on the bill of lading, any holder of the bill of lading, the actual recipient of the goods, any person owning or entitled to the possession of the goods or of the bill of lading, and anyone acting on behalf of any of the foregoing persons.

“TRI” means a tariff rate item consisting of a freight rate for the transportation of a stated cargo quantity from origin to destination under a single specified set of transportation conditions.

"NVOCC" means a non-vessel-operating common carrier as defined in the Shipping Act of 1984, 46 U.S.C. Sections 40101 et seq.

"VOCC" means a vessel operating carrier as defined in the Shipping Act of 1984, 46 U.S.C. Sections 40101 et seq.

### **RULE 18: FORCE MAJEURE**

Without prejudice to any rights or privileges of Carrier under its Bill of Lading, dock receipts or booking the contracts or under applicable provisions of law, in the event of:

War, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbor disturbances, widespread electrical power failures affecting port operations, pandemic or other severe health crisis, Acts of God including earthquakes, extreme weather conditions or other natural catastrophes, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the carrier's operations,

Carrier reserves the right to:

cancel any outstanding booking or contract of carriage, or to route shipments by any other means of transportation whether by all-water, air-water or land-water in accordance with rates, charges, rules and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to Bill of Lading provisions that are applicable to actual routing of the cargo

### **RULE 19: RATES “PER VOCC TARIFF”**

Carrier is a Non-Vessel-Operating Common Carrier (“NVOCC”) that assumes responsibility for the transportation of Merchant’s cargo and uses the services of Vessel Operating Common Carriers (“VOCCs”) to physically transport the cargo. The ocean freight rates of the VOCC plus Carrier’s mark-up are assessed to Merchant as Carrier’s rate for Merchant’s shipments as set forth in this Tariff or a Negotiated Rate Arrangement (“NRA”) or NVOCC Service Arrangement (“NSA”). Any surcharges, arbitraries, additional or other similar add-on charges assessed by the VOCC carrying Merchant’s cargo (whether in the VOCC’s tariff or in a service contract) will be paid on Merchant’s behalf by Carrier and passed through to Merchant without mark-up. Such passed through charges, when set forth in this Tariff shall be designated by the notation “Per VOCC Tariff.”

## **RULE 20: HOUSEHOLD GOODS AND PERSONAL EFFECTS**

All Bills of Lading for Household Goods and Personal Effects shall be endorsed as follows:-

"Released to valuation not exceeding US\$50.00 per 100 kilos for each article"

If valuation not so released, Merchant must declare value on the Bill of Lading and pay the tariff Ad Valorem rate in addition to the rate applicable on Household Goods. When Furniture is consigned to an individual person, the Household Goods rate will apply unless the shipper presents to Carrier the manufacturer's commercial invoice and detailed packing list certifying that all items of the shipment are brand new goods at the time of booking.

## **RULE 21: SOLAS WEIGHT CERTIFICATION**

Merchant acknowledges that it is required to provide a certification of verified weights obtained on calibrated, certified equipment of all containerized cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weight certification and to counter-sign or endorse it as Carrier's own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

## **RULE 22: ABANDONED CARGO**

A. Cargo may be deemed by Carrier to be abandoned by the Merchant when (1) the Charges against the cargo exceed an estimated 50% of the value of the cargo or (2) twenty-one (21) calendar days have elapsed since (a) the cargo was discharged from the carrying vessel, or, (b) in the case of an intermodal shipment, the cargo has been made available for delivery by Carrier's subcontractor, whichever occurs first. Carrier is entitled to exercise a lien against the abandoned cargo for all penalties, rates, assessments, or any other charges whatsoever including but not limited to the costs of destruction if necessary (hereinafter the "Charges") that are due and owing in relation to the abandoned cargo. In order to satisfy such lien, Carrier may sell the cargo at a public or private sale. Notwithstanding any sale of the cargo, the Merchant shall still be required to satisfy full amount of the lien less any recovery that the Carrier makes for the sale or salvage. The Merchant shall also be liable for all costs associated with the sale or salvage of the cargo.

B. Should the Merchant voluntarily wish to abandon the cargo, it must submit a written request to Carrier. Only Merchants named on the bill of lading or Merchants who are holders in due course of an original to order bill of lading covering the cargo may submit a request to Carrier to abandon the cargo. Any such Merchants intending to abandon the cargo must provide Carrier with a letter of abandonment and must also surrender an original bill of lading (if used), or if an original bill of lading is not used, such other documentation as may be required by Carrier. Carrier reserves the right to require additional documentation, including, but not limited to, commercial invoices and packing lists. Merchants who voluntarily abandon the cargo shall be responsible for all Charges attributable to that cargo as set forth in paragraph A above and such

Merchant shall be obligated to reimburse Carrier for any difference between the proceeds of the sale of the cargo and the actual Charges that have been assessed against the cargo as well as any costs associated with such sale.

**RULE 23: CARGO N.O.S.**

Articles which are not provided for in rate tariffs, Negotiated Rate Arrangements or NVOCC Service Arrangements making reference hereto will be freighted at the rates named under the commodity description "Cargo, N.O.S."

**RULE 24: INSURANCE**

Rates shown do not include insurance and no insurance premiums for account of Merchant may be absorbed by Carrier.

**RULE 25: USE OF EQUIPMENT**

A. General Provisions

Merchant acknowledges and agrees that Carrier, as an NVOCC, does not own or operate equipment (i.e., chassis or containers). Merchant's use of chassis and containers shall be subject to the requirements of the VOCC's and/or chassis leasing companies that own and/or operate the containers and chassis used to transport Merchant's cargo. Merchant, by tendering shipments to Carrier for transportation, appoints Carrier as its agent for acquiring containers and chassis for such transportation and agreeing to free time, as well as demurrage and detention, storage and other charges that accrue with respect to containers and chassis used for such transportation, all of which shall be for the account of the Merchant except to the extent solely attributable to actions or omissions of Carrier.

B. Merchants Risk and Expense

Except as otherwise specifically provided in this Tariff Rule, and Carrier's bill of lading terms and conditions, the following shall be at the Merchant's risk and all expenses in connection therewith shall be for the Merchant's account:

- (1) The pickup, transport, and delivery of the containers/goods moving between the port of loading or port of discharge on the one hand, and Merchant's facility on the other hand, except to the extent the goods are door cargo ; and
- (2) The care and custody of equipment.

C. No Representation or Warranties

Carrier makes no representations or warranties, express or implied, as to the condition of the equipment or its fitness for any particular use.

D. Use of Equipment

Equipment may not be used by or interchanged to anyone except the Merchant or its Motor Carrier, and only for the stuffing, unstuffing, and transport of goods carried by or booked for carriage with Carrier.

E. Use of Equipment: Removal of containers for stuffing/unstuffing by the Merchant

1. At Origin

The empty pick-up, stuffing, and return of containers are always at the Merchant's risk and expense, subject to the following conditions:

- a. Containers must be returned by the Merchant to the terminal, container yard, or container depot from which they were picked up unless return to a different location is specified or agreed to by Carrier in writing.
- b. If Carrier specifies or agrees to the pick-up of a Container at a terminal, container yard, or container depot other than that nominated, all local tariff pick-up charges shall be paid by the Merchant.
- c. If the Merchant picks-up a Container at a location to which Carrier has not consented in writing, all local empty pick-up charges shall be paid by the Merchant.
- d. Containers may only be interchanged during the normal working hours of the terminal, container yard, or container depot unless prior written arrangements are made for interchange at other times in which case any additional charges shall be for Merchant's account.
- e. Shipper-Packed Containers accepted for carriage by Carrier will be on the basis of "Shipper's Load and Count" and any description of the type or quantity of goods provided by Merchant shall not be conclusive.

2. At Destination

Stuffed Containers which are removed from a container yard or terminal by Merchant or its agent for unstuffing at Merchant's expense and risk, are subject to the following conditions.

- a. Containers must be returned by Merchant to the container yard or terminal from which they were originally removed or to Carrier's designated location within port area unless Carrier agrees to accept delivery elsewhere.
- b. Containers may only be interchanged during the regular working day unless prior arrangements are made for interchange at other times in which case all additional costs shall be for Merchant's account.

c. Equipment shall be returned in a good condition. The Merchant shall remove all dunnage, debris, any placards for hazardous cargo or contamination from the equipment prior to redelivering the equipment to Carrier. In the event Merchant fails to comply with this provision, then such removal and all costs shall be for Merchant's account.

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

## **RULE 26: WOOD PACKING MATERIALS**

The U.S. Department of Agriculture Animal and Plant Health Inspection Service ("APHIS") has Issued regulations regarding treatment, marking, and other requirements with respect to solid wood packing materials, regulated wood packaging materials, and other wood articles imported into the United States. See, 7 CFR Part 319.40.

It is jointly the responsibility of the shipper and consignee to ensure full compliance with these and any other applicable regulations. Carrier has no responsibility for (1) fumigating or arranging for the fumigation of any materials or, (2) for obtaining certificates from APHIS unless a written request has been received from Merchant and Carrier agrees in writing to do so.

Any costs incurred by Carrier, including the cost of any inspection, detention, unloading, re-stuffing, re-exportation, or other action taken by Carrier, as a result of a failure to comply with APHIS regulations regarding the importation of logs, lumber, other unmanufactured wooden articles, and solid wood packing material or regulated wood packing material (whether in actual use as packing for regulated or non-regulated articles or imported as cargo) into the United States, shall be the responsibility, jointly and severally, of the shipper and consignee, and shall be paid to Carrier prior to the release of the cargo to the consignee.

## **RULE 27: SHIPPER RESPONSIBILITY FOR LEGAL AND REGULATORY REQUIREMENTS**

27.1. In the course of international transportation, commodities may be subject to rules, regulations or laws that may restrict, prohibit, or otherwise make illegal the transportation of such commodities from, to, between, or through, various countries, persons or business entities. It is expressly the responsibility of the Merchant to investigate, know, understand, and comply with all such regulations that pertain to their respective commodity(ies) including but not limited to licenses and/or permits certificate/registration requirements at Origin or Destination, and the safe transport of same. Any and all fines, penalties or other amounts assessed, however described, no matter whether civil or criminal, or any other costs including, but not limited to demurrage, detention, storage, handling, inland transportation unloading, stuffing and restuffing of containers, attorney fees and any additional equipment costs resulting, directly or indirectly, in whole or in part, from the Merchant's failure to comply with this Rule will be the sole responsibility of the Merchant, which shall indemnify, defend and hold Carrier harmless for the same regardless of whether Carrier negligence was a contributing cause. Ignorance of any rule, regulation or law shall not be considered as a defense in any such matter.

27.2. Carrier assumes no responsibility to investigate, know, or advise the Merchant of any such rule, regulation or law. Merchant shall also indemnify and hold Carrier harmless from any loss, damage delay, expense or liability including attorney's fees incurred or levied on Carrier or the Goods by reason of any non-compliance with requirements of Customs or other governmental agencies resulting from the non-provision, or late presentation of, required documentation.

27.3. In the event that cargo is refused entry or detained for inspection, unloading, or modification of any type due to rules, regulations, or laws that restrict, prohibit, or otherwise make illegal the transportation of any such commodity from, to, between, or through any country, persons or business entities, the Merchant shall arrange for all procedures to clear the container and carrier shall be entitled, at its sole discretion, to pursue any and all means available to Carrier to either make the cargo safe or compliant for such transport, or to return the cargo to the origin at the Merchant's cost and expense, or to destroy the cargo. If the cargo is returned to port of origin, the return rate charged shall be according to the applicable returned cargo rate in this tariff plus any third-party charges, and shall be prepaid before the containers are returned. Any attempt by Merchant to abandon such cargo shall not waive Merchant's liability for such costs. Any and all costs and expenses, however described, which are incurred by Carrier resulting, directly or indirectly, in whole or in part, from the Merchant's failure to comply with this Rule will be the sole responsibility of the Merchant which shall indemnify, defend and hold Carrier harmless for and against all such costs and expenses including attorney's fees regardless of whether Carrier's negligence was a contributing cause. Any cargo that is misdeclared in any way, intentionally or not, shall also be subject to this rule.

27.4. Carrier shall not release cargo to a consignee until all fines, penalties, costs (including attorney's fees), bonds, penalties, or sanctions provided for in this Rule have been paid or Carrier has been reimbursed for payment of same.

27.5. In the event a container is inspected, stored, unloaded, re-exported, or otherwise detained by a governmental agency because the Merchant has failed to comply with a statutory or regulatory requirement, the Merchant shall pay to Carrier an administrative charge of \$200.00, in addition to all other costs, expenses, charges, and other amounts due under this rule.

27.6. Shipper, Consignee, and Cargo Owner shall be jointly, severally and absolutely liable to Carrier or to any other party, without regard to intent, negligence, or any other factor for personal injuries or death, or damage to or loss of cargo or other property, during any time the container is being inspected or detained by any government agency, or is being transported to or from such inspection or detention, as a result of an act or omission of the Shipper, Consignee, or Cargo Owner.

## **RULE 28: PROHIBITED OR RESTRICTED ARTICLES**

Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only will only be permitted upon Carrier's acceptance of a prior written application by Merchant for the carriage of such goods and only when the

shipping containers, markings, and packing requirements for such articles and the handling, stowage, and transportation of such articles are in accordance with applicable governmental regulations or as otherwise provided herein. Such application must accurately state the nature, name, label and classification of the goods as well as the method of rendering them innocuous, with the full names and addresses of the shipper and the consignee. Carrier reserves the right to refuse to accept or transport any goods which in its judgment are objectionable or likely to injure the vessel, docks, or other cargo, or for which in the carrier's judgment it has no safe and suitable stowage.

## **RULE 29: CALCULATION OF NON-PUBLISHED RATES**

The provisions of this rule apply as noted hereunder, for the calculation of non-published rates from a through freight rate of a 40ft X 8'6" container which is either filed as "base freight rate", "all inclusive" or filed as being "inclusive of" any charges in addition to base ocean freight. This rule applies only on per container rates.

In the absence of specific per container rates for 20'x8'6", 40'x 9'6", and 45'x 9'6" containers, the following rules will apply:

For All Destinations:

IN THE ABSENCE OF SPECIFIC PER CONTAINER RATE FOR 20' X 8'6" CONTAINER, THE STANDARD 20FT CONTAINER SHALL BE RATED AT 90% OF THE CURRENT STANDARD 40FT. CONTAINER RATES AND ROUNDED OFF TO THE NEAREST (5) DOLLARS.

IN THE ABSENCE OF SPECIFIC PER CONTAINER RATE FOR 40' X 9'6" CONTAINER, THE HIGH CUBE CONTAINER SHALL BE RATED AT 12.5% OVER AND IN ADDITION TO THE CURRENT 40FT STANDARD RATE AND ROUNDED OFF TO THE NEAREST FIVE (5) DOLLARS.

IN THE ABSENCE OF SPECIFIC PER CONTAINER RATE FOR 45' X 9'6" CONTAINER, THE 45FT HIGH CUBE CONTAINER SHALL BE RATED AT 26.6% PERCENT OVER AND IN ADDITION TO THE CURRENT 40FT STANDARD RATE AND ROUNDED OFF TO THE NEAREST FIVE (5) DOLLARS.

IN THE ABSENCE OF SPECIFIC PER CHARGE OR SURCHARGE FOR 20' X 8'6", 40 X 9'6", OR 45' X 9'6" CONTAINER THE FORMULA SHALL BE APPLICABLE SAME AS CONTAINER RATE

20 FT CONTAINER CHARGE = 0.9 X 40' CONTAINER CHARGE  
40' HC CONTAINER CHARGE = 1.125 X 40' CONTAINER CHARGE  
45 FT CONTAINER CHARGE = 1.266 X 40' CONTAINER CHARGE

BUT IF ARBITRARIES AND OTHER SURCHARGES ARE EXPRESSLY SPECIFIED FOR 20', 40' HIGH CUBE, or 45' THE AMOUNT(S) SHALL BE APPLICABLE REGARDLESS OF THE ABOVE.

**RULE 30: SHIPPER'S LOAD AND COUNT**

When containers are loaded and sealed by shipper or merchant, carrier or its authorized agent will accept same as "Shipper's Load and Count" and the Bill of Lading shall be so clausued, and:

30.1. No container will be accepted for shipment if the weight thereof exceeds the weight carrying capacity of the container or if the cargo because of size or dimensions cannot be loaded wholly within the inside of a standard size container.

30.2. Shipper must furnish Carrier with the information set forth below prior to the issuance of Bill of Lading

- Description of the goods
- Gross weight for each container
- Cubic measurement for each container
- Package count for each container
- Seal number for each container

Carrier reserves the right to open and

30.3. Carrier will not be directly or indirectly responsible for:

1. Damage resulting from improper loading or mixing of articles in containers, or the use of unsuitable or inadequate protective and securing materials when loading to open-side flatrack type containers.
2. Any discrepancy in count or concealed damage to articles.

30.4. Except as otherwise provided, shipments destined to more than one port of discharge may not be loaded into the same container.

30.5. Except as otherwise provided elsewhere in this Tariff, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by Merchant at its expense and Carrier shall not be responsible for such materials nor their return after use. Carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

30.6. Carrier shall not, except as provided for in the Tariff or required by law, issue or accept bills of lading bearing any requirement for the Cargo to be stowed on or under-deck, nor will

Carrier give any guarantee or certificate to the effect that on or under-deck stowage will be, or has been provided.

30.7. Carrier accepts no responsibility for the stuffing and stowage of the cargo in the container by the shipper, or the stripping thereof by the consignee, and shall be under no liability for loss or damage of the goods or for any personal injury or loss or damage to any property arising out of such operations. In the case of road transport, the driver is not authorized to act in any way on behalf of the Carrier. If for any reason, the driver takes part in the stuffing and stowage or stripping operation, he does so solely on behalf of the Merchant.

30.8. Shipper shall be responsible for supplying and affixing trackable electronic high security container seals on all shipper-packed containers tendered for transportation to Carrier. Shipper shall be responsible to meet or exceed applicable international, national and industry standards for such seals, including standards for electronic or machine-readable seals, if applicable. Such standards shall include, but not be limited to, standards and requirements imposed by the ISO, including current PAS ISO 17712:2013 standards for trackable electronic high-security seals, the statutes and regulations of the United States and other Governments, and any requirements imposed by applicable port authorities.

### **RULE 31: OVERWEIGHT CONTAINER RULE**

31.1. (a) Merchant shall not tender, and Carrier may refuse to accept, any container not stuffed by the Carrier (hereafter, "Merchant Packed Container") where the total gross weight of such container exceeds the maximum gross weight capacity stated on the container.

(b) Regardless of whether Carrier accepts or refuses it, any expense incurred by Carrier in connection with such an overweight Merchant Packed Container (including but not limited to demurrage, detention, storage, handling, inland transportation, unloading, stuffing, re-stuffing, trans-loading, fines, penalties and additional equipment costs) will be for the account of Merchant and Merchant shall be jointly and severally liable to Carrier for all such expenses which shall be paid to Carrier before return or release of the container to Merchant.

31.2. It is the responsibility of Merchant to ensure that each Merchant Packed Container tendered by it to Carrier for transportation complies with all laws and regulations however described of each Country through which the Goods will transit. The laws and regulations to be complied with include without limitation the United States Intermodal Safe Container Transportation Act of 1992 (hereafter, the "Act") and all other laws and regulations which address

road weight limitations, or that provide for a lower weight limitation than set forth above. "Country" includes its political and administrative subdivisions and localities however described.

### **RULE 32: LOCAL CHARGES**

All local charges and extra handling charges for cargo assessed by local Port Authorities, Governments, Customs and authorities, terminals, etc. shall be for the account of the cargo and shall be collected prior to delivery of the cargo at the port where the charges are being assessed.

### **RULE 33: SHIPPERS COMMUNICATIONS TO CARRIER**

33.1. Shipper may transmit requests, consultations and complaints to

Star Asia International, Inc.  
208 Church St,  
Decatur, GA 30030

33.2. As used in this rule, the phrase "Requests and Complaints" means any communication requesting a change in rates, rules or regulations; objecting to rate increase or other tariff charges; and protests against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for rate information, sailing schedules, space availability and the like are not included in the foregoing.

33.3. Consultation will be arranged upon receipt of a written request by the Carrier in order to resolve any disputes, claims or controversies which may arise.

33.4. Shippers' request for rate action must include at least the following information:

- A. Shipper's Name/Address/Telephone Number
- B. Commodity Description-Port/Point of Loading
- C. Port/Point of Discharge
- D. Cargo Quantity
- E. Anticipated Shipment Date
- F. Number of NRA, if applicable

### **RULE 34: STRIKE PROVISIONS**

In the event that labor unrest (including but not limited to strikes, lock-outs, work stoppages or slowdown) disrupts Carrier's operations and/or results in increased costs to Carrier, any and all increased or additional costs relating to the movement of cargo resulting from or relating to such labor unrest including, but not limited to, increased or additional port, terminal, stevedoring, storage, and inland transportation costs, may be for the account of the cargo.

### **RULE 35: CERTIFICATION OF NVOCC STATUS IN FOREIGN COMMERCE**

No NVOCC shipments shall be accepted unless the NVOCC is in compliance with the Federal Maritime Commission's Regulations as published in 46 CFR Part 515.27(a).