# **Tariff record:**

(1) Organization number: 004896

Organization name: STIEGLER SHIPPING COMPANY., INC., dba TIDE LINE.

(2) Tariff number: 004896-001

(3) Tariff title: TIDE LINE WORLDWIDE TARIFF

(4) Tariff type: RULES

(5) Contact Person: Gary Stiegler - 1151 Hillcrest Road, Suite F, Mobile, Alabama 36695

(6) Default measurement and currency units: See Rule 2.

(7) Origination and destination scope: See Rule 1.

"Carrier has opted to be exempt from tariff publication requirements 46 CFR §§520, **531**, **532** and OSRA 2022.

In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs")."

We certify that all information contained in this tariff is true and accurate and no unlawful alterations will be permitted.

# Organization record:

- (1) Organization name: Stiegler Shipping Company, Inc.
- (2) Organization number: 004896
- (3) Organization type: Non-Vessel Operating Common Carrier (NVOCC).
- (4) Home Office: 1151 Hillcrest Road, Suite F, Mobile, Alabama 36695 Phone 251-639-7300
- (5) Tariff Publisher: Stiegler Shipping Company Inc. (www.stiegler.net)

# Rule 1 Tariff Scope

effective date = 08June2012

Under 532.6 Notices, we hereby invoke an exemption pursuant to this part to utilize NVOCC NEGOTIATED RATE ARRANGEMENTS

ALL TARIFF MATTER TRANSFERRED FROM NVO TARIFF SERVICES ON 31MAR2011, FROM TARIFF 004896-001.

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- 1. This tariff contains rules, regulations, for local and intermodal transportation of commodities between Ports and Points in the United States and World Ports and Points via rail, motor, water carrier or combination thereof over the US Pacific, Atlantic and Gulf Coast Interchange Ports in direct service.
- 2. Except as otherwise provided, rates are based on all-water service and apply from Ships tackle at the port loading to Ships tackle at the port of discharge as named in the Bill of Lading.

Freight rates include the on-shore hooking of slings or loads to the loading gear. All charges and expenses beyond the Ships side are for the account of the Cargo, including origin receiving charges and destination delivery charges, handling charges, tolls, wharfage, and any other expenses.

A. U.S. PACIFIC COAST PORTS
Long Beach, CA
Los Angeles, CA
Oakland, CA
Portland, OR
San Diego, CA
San Francisco, CA
San Pedro, CA
Seattle, WA
Tacoma, WA

B. U.S. ATLANTIC COAST PORTS
Baltimore, MD
Boston, MA
Charleston, SC
Elizabeth, NJ
Jacksonville, FL
Miami, FL
New York, NY

Newark, NJ Newport News, VA Norfolk, VA Philadelphia, PA Portsmouth, VA Savannah, GA Wilmington, DE Wilmington, NC

C. U.S. GULF COAST PORTS Galveston, TX Houston, TX Jacksonville, FL Mobile, AL New Orleans, LA Tampa, FL

D. FAR EAST RANGE

Brunei

China

Hong Kong

Indonesia

Japan

Korea Republic Of

Macau

Malaysia

Philippines

Singapore

Taiwan

Thailand

Vietnam

# E. UNITED KINGDOM, EUROPE, SCANDINAVIAN-BALTIC RANGE, AND THE MEDITERRANEAN RANGE

Belgium

Bulgaria

Denmark

Finland

France

Germany

Greece

Ireland

Italy

Netherlands

Norway

Poland

Portugal

Romania

Russia

Spain

Sweden

United Kingdom

Yugoslavia

# F. SOUTH PACIFIC RANGE

Australia

Fiji

French Polynesia

New Caledonia

New Zealand

Papua New Guinea

Solomon Islands

Tonga

Vanuatu

# G. AFRICA RANGE

Algeria

Angola

Benin

Cameroon

Comoros

Congo

Djibouti

Ethiopia

Gabon

Gambia The

Ghana

Guinea Bissau

Guinea

Ivory Coast

Kenya

Liberia

Madagascar

Mauritania

Morocco

Mozambique

Namibia

Nigeria

Senegal

Seychelles

Sierra Leone

Somalia

South Africa

Tanzania United Republic Of

Togo

Tunisia

Zaire

# H. MIDDLE EAST RANGE

Bahrain

Bangladesh

Burma

India

Israel

Jordan

Kuwait

Lebanon

Oman

Pakistan Qatar Saudi Arabia Sri Lanka Turkey United Arab Emirates Yemen Saudi Arabia Sri Lanka

### I. CENTRAL AND SOUTH AMERICA RANGE

Argentina

Belize

Brazil

Chile

Colombia

Costa Rica

Ecuador

El Salvador

French Guiana

Guatemala

Guyana

Honduras

Nicaragua

Panama

Paraguay

Peru

Puerto Rico

Suriname

Uruguay

Venezuela

### 3. US INTERIOR POINTS (IPI)

A. Unless otherwise provided, intermodal rates apply to cargo received at specifically named U.S. origin points and ship in ocean, rail, motor, or barge Carriers equipment on a through Bill of Lading.

IPI rates apply to or from all U.S. interior points in the 48 Contiguous States and the District of Columbia via the interchange ports named in Rule 1 and under specific TLIs only.

- B. Unless otherwise specified, intermodal rates apply from the Carriers terminal facility only and do not include receiving, transloading or drayage charges prior to receipt by Carrier.
- C. In the event that there is no container on flat car [COFC] or trailer on flat car [TOFC] rail terminal at the U.S. origin/destination city, then a motor carrier service may be used to receive/deliver the cargo at origin/destination instead of at

Carriers terminal in order to dray the cargo to/from the COFC/TOFC rail terminal for subsequent movement to the interchange port.

- D. Motor through rates apply to cargo received by the Carrier for shipment to/from U.S. points instead of Carriers terminal.
- E. Rail rates are through intermodal rail-water rates and apply to/from industry or team tracks instead of a Carriers terminal at U.S. origin points for movement to destinations as described under the destination port group.
- F. Unless otherwise provided for, rates include all inland transportation charges pursuant to and part of the through movement of cargo from receipt by the Carrier at origin to delivery at destination. Unless otherwise specified, demurrage and detention and destination delivery, and demurrage charges will apply.
- G. Through rates for shipments in transit from U.S. points are provided by the Carrier or their authorized agents at the interchange port[s] of discharge.
- H. States where IPI Service Applies

Alabama Alaska Arizona Arkansas California Colorado Connecticut Delaware Dist. Of Colombia Florida Georgia Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana Maine Maryland Massachusetts Minnesota

Michigan Mississippi Missouri Montana

Nebraska Nevada New Hampshire New Jersey New Mexico New York North Carolina North Dakota Ohio Oklahoma Oregon Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Utah Vermont Virginia Washington West Virginia Wisconsin Wyoming

# 4. FOREIGN POINTS AND INTERCHANGE PORTS

Rates apply to or from all Points in all countries named herein via rail, motor, water carrier or combination thereof over the Destination Interchange Ports in the following Groups:

### A. FAR EAST RANGE

COUNTRY Brunei	INTERCHANGE PORT Muara
China	Dalian Guangzhou (Canton) Hong Kong Huangpu (Whampoa) Qingdao (Tsingtao) Shanghai Tianjin
Indonesia	Jakarta Surabaya Belawan Semarang
Japan	Kobe Nagoya Osaka Tokyo

	Yokohama
Korea, Rebublic of .	Busan
Macau	Macau
Malaysia	Kutching Kelang
Philippines	Manila
Singapore	Singapore
Taiwan	Kaohsiung
Thailand	Bangkok
Vietnam	Ho Chi Minh City Hai Phong
B. UNITED KINGDOM, EMEDITERRANEAN RANGE	UROPE, SCANDINAVIA-BALTIC RANGE, AND
COUNTRY	INTERCHANGE PORT
COUNTRY Belgium	
	Antwerpen
Belgium	Antwerpen Varna Aarhus
Belgium  Bulgaria  Denmark	Antwerpen Varna Aarhus Copenhagen
Belgium  Bulgaria  Denmark	Antwerpen Varna Aarhus Copenhagen Helsinki
Belgium  Bulgaria  Denmark  Finland	Antwerpen Varna Aarhus Copenhagen Helsinki Kotka
Belgium Bulgaria  Denmark  Finland  France	Antwerpen Varna Aarhus Copenhagen Helsinki Kotka Turku
Belgium Bulgaria  Denmark  Finland  France	Antwerpen  Varna  Aarhus Copenhagen  Helsinki  Kotka  Turku  Le Havre Marseilles  Bremen Bremerhaven
Belgium Bulgaria Denmark Finland  France  Germany  Greece	Antwerpen  Varna  Aarhus Copenhagen  Helsinki  Kotka  Turku  Le Havre Marseilles  Bremen Bremerhaven Hamburg

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Italy	Livorno Milano Napoli
Netherlands	Amsterdam Rotterdam
Norway	Oslo
Poland	
Portugal	Lisboa
Romania	Constanta
Spain	Barcelona Bilbao Cadiz Valencia
Sweden	Goteborg Malmo Stockholm
	3
Yugoslavia	_
C. SOUTH PACIFIC RANG	GE
COUNTRY	INTERCHANGE PORT
	Adelaide Brisbane Fremantle Melbourne

Fiji	Suva
French Polynesia	Papeete
New Caledonia	Noumea
	Auckland Christchurch Lyttelton Wellington
Papua New Guinea	Lae Port Moresby
Solomon Islands	Honiara
Tonga	Nukualofa
Vanuatu	Port Vila
D. AFRICA RANGE	
COUNTRY	INTERCHANGE PORT
Angola	
Benin	Cotonou
	Coconou
Cameroon	
Comoros	Douala
	Douala Moroni
Comoros	Douala Moroni Pointe Noire
Comoros  Congo  Djibouti	Douala Moroni Pointe Noire
Comoros  Congo  Djibouti	Douala  Moroni  Pointe Noire  Djibouti  Bur Sa Id
Comoros  Congo  Djibouti  Egypt  Ethiopia	Douala  Moroni  Pointe Noire  Djibouti  Bur Sa Id  Mitsiwa  Libreville
Comoros  Congo  Djibouti  Egypt  Ethiopia  Gabon	Douala  Moroni  Pointe Noire  Djibouti  Bur Sa Id  Mitsiwa  Libreville Port Gentil

..... Tema

Guinea	Conakry
Guinea Bissau	Bissau
Ivory Coast	Abidjan
Kenya	Mombasa
Liberia	Monrovia
Madagascar	Toamasina Toliara
Mauritania	Nouakchott
Morocco	Agadir Casablanca Tanger
Mozambique	Beira Maputo Nacala
Namibia	Walvis Bay
Nigeria	Lagos Port Harcourt
Senegal	Dakar
Seychelles	Mahe
Sierra Leone	Freetown
Somalia	Berbera Muqdisho
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Sudan	Bur Sudan
Tanzania, United Republic Of	
Togo	Lome
Tunisia	
Zaire	Matadi

# E. MIDDLE EAST RANGE

COUNTRY	INTERCHANGE PORT
Bahrain	Bahrain
Bangladesh	Chittagong
Burma	Rangoon
India	Madras Vishakhapatnam Bombay Calcutta Cochin
Israel	
Jordan	Al Aqabah
Kuwait	Kuwait
Oman	Masqat
Pakistan	Gwadar
Qatar	Ad Dawhah
Saudi Arabia	
Sri Lanka	Colombo
Turkey	Izmir
United Arab	Jabal Ali
Emirates	Ash Shariqah
Yemen	Hodeidah
F. CENTRAL AND SOUTH	AMERICA RANGE
COUNTRY	INTERCHANGE PORT
Argentina	Buenos Aires

	La Plata
Belize	Belize City
Brazil	Rio De Janeiro
Chile	Antofagasta Arica Coquimbo Iquique Punta Arenas San Antonio Talcahuano Tocopilla Valparaiso
	Barranquilla Buenaventura Cartagena Santa Marta
Costa Rica	Caldera
Ecuador	Guayaquil
El Salvador	Acajutla
French Guiana	Cayenne
Guatemala	San Jose
Guyana	Georgetown
Honduras	Amapala Puerto Cortes
Nicaragua	
Panama	
Paraguay	Asuncion
Peru	Callao
Suriname	Paramaribo
Uruguay	Montevideo

Venezuela ..... La Guaira

### ..... Puerto Cabello

#### 5. MINI-LAND BRIDGE SERVICE

- A. Mini Land Bridge (MLB) rates are through water-rail, water-motor, and water-rail-motor service. Rates include all charges for switching, drayage or other transfer services, including handling and wharfage, at the intermediate interchange points on shipments handled through and not stopped for special services at such intermediate interchange ports and, at Carriers option, for re-handling at ocean Carriers facilities at intermediate interchange ports. MLB rates in this tariff include the loading and/or unloading of containers from rail cars and placement of containers on chassis at the ports named in rule 1.
- B. Tariff rates apply from all ports by MLB service when specifically named in the individual TLI.

In the event the Carrier is unable to transport the container(s) through to the origin CY or CFS due to labor conditions beyond the control of the Carrier, the Carrier may, at its option:

- i. Route the cargo via rail, motor, or rail-motor to an origin terminal of the Carriers choice.
- ii. Receive the container(s) from the Shipper at any origin terminal of the Carriers choice not so affected.
- iii. Additional drayage charges representing the difference between those actually paid by the Shipper and those which would have accrued had the delivery been accomplished at the named Bill of Lading origin terminal will be borne by the Carrier.

iv. Invoices for additional drayage charges must be supported by a paid copy of the inland drayage invoice.

#### 6. PORT LOCATION GROUPS DEFINITIONS

Port Group Name	Location
ABP	Australia Base Ports
ACG	U.S. Atlantic Coast Group
ACGN	U.S. Atlantic Coast Group,
	North
ACGS	U.S. Atlantic Coast Group,
	South
AFRICA	African Continent
AGG	U.S. Atlantic-Gulf Group
ANZBP	Australia-New Zealand Base
	Ports
AUSTRALIA	Australia
CAG	California Group

CHINA DENMARK EUROMED	China Denmark Europe, United Kingdom, Scan-Baltic Range, and Mediterranean Range
FEG. FINLAND. FRANCE. GCG. GERMANY. GREECE. HOLLAND. ITALY. JBP. MED. MID EAST. NCG. NEW ZEALAND. NOEUROPE. NYNJ. PANANA. PNWG. POLAND. PORTUGAL. SCAN-BALTIC.	Scan-Baltic Range, and Mediterranean Range Far East Group Finland France U.S. Gulf Coast Germany Greece Holland ( Netherlands ) Ireland Italy Japan Base Ports Mediterranean Range Middle East Range Northern California Group New Zealand North Europe New York & New Jersey Panama U.S. Pacific North West Group Poland Portugal Scandinavian-Baltic Range
SCG. SO AMERICA. SO PACIFIC. SPAIN. SWEDEN. TAIWAN. UK. USAG. WCG. WEST AUSTRALIA.	Southern California Group South America South Pacific Islands Spain Sweden Taiwan United Kingdom U.S.A. Group U.S. West Coast Group Western Australia World-Wide Group (all non-USA ports named herein)

# Rule 2 Application of Rates and Charges

effective date = 01Apr2011

#### 1. GENERAL

Except as otherwise provided, rates apply per ton of 1,000 kilograms (W), or per cubic meter (M), whichever provides the greater revenue for the carrier, (W/M).

# 2. CURRENCY STATEMENT

All rates and charges in this tariff are expressed in U.S. dollars (\$) and will be computed in U.S. dollars unless otherwise specified.

### 3. PARTS AND COMPONENTS

Parts and/or components of any commodity when shipped with that commodity, on the same bill of lading, may take the same rate as the commodity.

- 4. PACKAGES CONTAINING MORE THAN ONE COMMODITY Packages containing more than one commodity shall be assessed the rate of the highest rated commodity contained therein.
- 5. ANALOGOUS COMMODITIES

Rates in this tariff are specific and will not apply on analogous commodities.

- 6. COMMODITY RATES NOT SPECIFICALLY PROVIDE FOR Articles not specifically provided for in this tariff will be freighted at ratings in the TLI section under CARGO, NOS (Not Otherwise Specified).
- 7. MARINE INSURANCE

Rates named herein do not include marine insurance.

#### 8. PALLETIZED CARGO

Cargo that is received by the carrier at the Carriers terminal that is secured to a pallet or skid shall be freighted on the entire package including the pallet or skid. Cargo received by the carrier at the carriers terminal which is not secured to its pallet or skid shall not have the weight or measurement of the pallet or skid included in the computation of the freight and charges.

- 9. MARKING OF PIECES AND PACKAGES
- Each package, piece or bundle of cargo must be plainly marked with the full name or initials of the consignee, and the destination must be shown in full to ensure proper delivery. All marks must coincide with those on shipping documents, and, if necessary, corrections must be made by the Shipper or his authorized representative.
- 10. METHOD OF COMPUTING FREIGHT AND CHARGES
- 1) Freight and charges assessed on a weight basis (W), means the gross weight of each individual piece or package.
- 2) Unless otherwise provided for, cargo freighted on the basis of its measurement means the overall measurement of each individual piece or package when delivered to the carrier, subject to the following rules regarding fraction of centimeters:
- a) All fractions under one-half (1/2) centimeter are to be dropped.

- b) All fractions over one-half (1/2) centimeter are to be extended to the next full centimeter.
- c) Where fractions of exactly one-half (1/2) centimeter occurs on on dimension, it shall be extended to the next full centimeter.
- d) Where there are fractions of exactly one-half (1/2) centimeters in two (2) dimensions, the one on the smaller dimension is extended to the next full centimeter and the other dropped.
- 3) In determining the cubical content of any irregular shaped pieces or packages, the three (3) greatest dimensions shall be measured.
- 4) In determining the cubical content of barrels, casks, kegs, and drums, the measurements are to be taken on the square of the largest diameter, including locking device(s).
- 5) In computing measurements to determine the rate to be applied where the rate is predicated on measurement per ton, the actual fractions shall be used.
- 6) When extending freight charges on bills of lading, the total measurement at each rate shall be rounded off to the nearest one/one-thousandth (1/1000) cubic meter.
- 7) Weight or measurement cargo. Cargo on which charges are levied on weight or measurement basis, shall be assessed according to paragraphs (A) or (B) above, whichever produces the greater revenue for the Carrier.

### Rule 3 Rate Applicability Rule

effective date = 01Apr2011

The rates, charges, and rules applicable to any given shipment shall be those in effect on the date the cargo is received by the common carrier or its agent including originating carriers in the case of rates for through transportation.

# Rule 4 Heavy Lift

effective date = 01Apr2011

There is no general rule governing the rate or application of heavy lift charges. Heavy Lift charges, if applicable, shall be so noted in the individual Tariff Rate Item (TRI).

#### Rule 5 Long Length

effective date = 01Apr2011

There is no general rule governing the rate or application of Long Length charges. Long Length charges, if applicable, shall be so noted in the individual Tariff Rate Item (TRI).

Rule 6 Minimum Bill of Lading Charges

effective date = 01Apr2011

Unless otherwise provided for under the individual Tariff Rate Item (TRI), the Minimum Bill of Lading Charge shall be one revenue ton per the individual TRI. The minimum charge applies only to the Basic Ocean Freight and unless otherwise specified, is subject to all assessorial charges.

Rule 7 Payment of Freight

effective date = 01Apr2011

Except as otherwise provided herein, freight and charges may be prepaid, collect or prepaid at destination for all commodities.

Freight and charges must be paid prior to the release of cargo to the Consignee or his authorized agent or representative. Both Shipper and Consignee appearing on the Bill of Lading shall be liable, jointly and severally, for all unpaid freight and charges due on account of a shipment pursuant to applicable Tariffs including, but not limited to, sums advanced or disbursed by the Carrier on account of such shipment.

The Carrier may extend Due-Bill privileges to Shippers. When such Due-Bill privileges are granted, all freight and charges must be paid within ten (10) calendar days from the date of invoice.

For the purposes of this rule, the term Freight Charges used herein shall refer to commodity freight rates and all rates and charges contained in this tariff or any other Tariff governing this Tariff. However, the term Freight Charges shall exclude Terminal Receiving Charges (TRC) for CFS and CY shipments as set forth in Rule 23 of this Tariff, which shall be referred to as Charges.

Rates and charges contained within this tariff are expressed in United States currency and have been determined with due consideration for the relationship to foreign currencies. In the event to any material change in this relationship, the Carrier reserves the right to adjust its rates in conformity with any National or Local Law, so as to remove any adverse effect. The determining rate of exchange shall be based on the day of receipt of

cargo by the Carrier, in accordance with Rule 3.

# Rule 8 Bill of Lading Terms and Conditions

effective date = 01Apr2011

#### 1. DEFINITIONS

- A. "Carrier" means STIEGLER SHIPPING COMPANY, INC. doing business as TIDE LINE.
- B. "Merchant" means the Shipper, Consignor, the Receiver, the Consignee, the Owner of the Goods, and any other Holder of this Bill of Lading.
- C. "Goods" means the cargo received from the Shipper and includes any Container(s) supplied by or on behalf of any other than the Carrier.
- D. "Container" means any container, flat, pallet, or other form of cargo carrying unit or equipment referred to on the face hereof, or in or on which any Goods may be unitized or otherwise packed or stowed when received by the carrier for carriage hereunder or subsequent to such receipt.
- E. "The Internal Law of a State" shall be deemed to exclude all principles of private international law applied by such state.

#### 2. CONTRACTING PARTIES

The contract evidenced by this Bill of Lading is between the Shipper and the Carrier. The Shipper warrants to the Carrier that he is entitled and/or is duly authorized by any other person who owns or is entitled to possession of the Goods, or this Bill of Lading, and to deliver the Goods to the Carrier on the terms hereof. Without prejudice to the foregoing, each merchant agrees to accept this Bill of Lading from the Carrier and also to accept endorsement or delivery hereof from the Shipper, Consignee or any other prior endorsee or holder and or deliveree of the Goods. The Merchant confirms, ratifies and agrees to be bound by all of the stipulations, exceptions and conditions stated herein whether written, printed, stamped or otherwise incorporated on the front or back hereof and that the contract contained or evidenced herein shall be fully binding between the Carrier and such Merchant in all respects. Each Merchant also agrees that all agreements previously made for the carriage of the Goods are superseded by the contract contained or evidenced herein.

#### 3. SUB-CONTRACTING

The Carrier shall be entitled to sub-contract on any terms,

the whole, or any part of the carriage, loading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant undertakes that no claims or allegation shall be made against any servant, agent, or Sub-Contractor, including without limiting the generality of the foregoing terminal and depot operators and stevedores of the Carrier which imposes or attempts to impose upon any of them or any vessel owned by any of them, any liability whatsoever in connection with the Goods, and, if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such servant, agent, and sub-contractor, including the generality of the foregoing terminal and depot operators and stevedores, shall have the benefit of all provisions herein benefitting the Carrier as if such provisions we expressly for their benefit, and entering into this Contract, the Carrier to the extent of those provisions, does so not only on its own behalf, but as agen and trustee for such servants, agents, and Sub-Contractors including withoutlimiting the generality of the foregoing terminal and depot operators and Stevedores. The expression "Sub-Contractor" in this clause shall include direct and indirect Sub-Contractors and their respective Servants and Agents.

### 4. SCOPE

The Goods may, at the Carriers absolute discretion, be carried as a single or several shipments by the Vessel and or any other means of transport and through any route whatsoever whether or not such route is direct, advertised or customary route. Any action taken by the Carrier under this clause or delay resulting therefrom shall be deemed to be included within the contractual carriage and shall not be a deviation. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileges, rights and immunities contained in this Bill of Lading.

### 5. CARRIERS RESPONSIBILITY

### A. CLAUSE PARAMOUNT

a) Subject to clause 15 below, this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA) shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include

reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carriers responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carriers responsibility shall instead be determined by the provisions of 5(C) below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.

b) The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions of sections 4281 to 4287 inclusive of the Revised Statutes of the United States of America and amendments thereto and where and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessel(s) on which the Goods are carried.

#### B. PORT TO PORT SHIPMENT

The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the Vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such Agent, enter into contracts with others on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

#### C. COMBINED TRANSPORT

Save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below.

a) Where the stage of Carriage where the loss or damage occurred cannot be proved:

- (i) The Carrier shall be entitled to rely upon all exclusions of liability under the Rules or legislation that would have applied under5(A)(a) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA).
- (ii) Where under (I) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.
- (iii) Subject to 5(D)(c) below, where the Hague Rules (or any legislation applying such Rules or Hague-Visby Rules such as COGSA)is not compulsorily applicable the Carriers liability shall not exceed US \$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.
- iv) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered, or, if there is no such price, according to the current market price by reference to the normal value of the Goods of the same kind and quality, at such place and time.
- b) Where the stage of Carriage where the loss or damage occurred can be proved:
- (i) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions
- (ii) cannot be departed from by private contract to the detriment of the Merchant, and
- (iii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document must be issued in order to make such international convention or national law applicable.
- (iv) where neither (I) or (II) above apply any liability or the Carrier shall be determined by 5(C)(a) above.
- D. GENERAL PROVISIONS
- a) DELAY, CONSEQUENTIAL LOSS

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or

consequential loss or damage by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

## b) PACKAGE OR SHIPPING UNIT LIMITATION

Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with (c) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitationas laid down by such Rules or legislation. Such limitation amount according to COGSA is US\$500. If no limitation amount is applicable under such Rules or legislation, the limitation shall be US\$500.

### c) AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT

The Carriers liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment. Such higher value being inserted on the front of this Bill of Lading in the space provided for and, if required by the Carrier, extra freight paid in such case. If the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carriers liability if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.

#### d) DEFINITION OF PACKAGE OR SHIPPING UNIT

Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the Carriage of Goods by sea. Except as aforesaid the Container shall be considered the package of shipping unit. The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles and things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable and in no such event shall anything herein be

construed to be a waiver limitation as to Goods shipped in bulk.

### e) RUST, ETC.

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

# f) NOTICE OF LOSS OR DAMAGE

The Carrier shall be deemed prima facia to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss ordamage is not apparent within three consecutive days thereafter.

#### g. TIME-BAR

The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

## 6. DEFENSES AND LIMITS FOR THE CARRIER

The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or damage to the Goods or whether the action be founded in the Contract or in tort.

# 7. SHIPPER PACKED CONTAINERS

- A. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant, whether before, or after the Goods are received by the Carrier for transportation or delivered to the Merchant.
- B. If a container has not been filled, packed, stowed, stuffed, or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the contents, and the Merchant shall indemnify the Carrier against any injury, loss,

damage, liability, or expense incurred by the Carrier if such injury, loss, damage liability, or expense has been caused by:

- a) the manner in which the Container has been filled, packed, stowed, stuffed, or loaded, or,
- b) the unsuitability of the contents for carriage in Containers, or,
- c) the unsuitability or defective condition of the container which would have been apparent upon reasonable inspection by the Merchant, at, or prior to the time the Container was filled, packed, stowed, stuffed, or loaded.
- C. If a Container which has not been filled, packed, stowed, stuffed, or loaded by the Carrier, is delivered by the Carrier with its seals intact, such delivery shall be deemed as full and complete performance of the Carriers obligation hereunder, and the Carrier shall not be liable for any loss of, or damage to the contents of the Container.
- D. The Shipper shall inspect the Container(s) before stowing them and the use of the container(s) shall be prima facie evidence of their being sound and suitable for use for transportation of the Goods.

# 8. INSPECTION OF GOODS

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

#### 9. Representations

No representations are made by the Carrier as to the weight, contents, measure, quantity, quality, description, conditions, marks, numbers, or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description particulars.

#### 10. SHIPPERS RESPONSIBILITY

- A. The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Shipper upon receipt of this Bill of Lading, and that such particulars furnished by, or on behalf of the Shipper are correct.
- B. The Shipper shall indemnify the Carrier against all loss, damage or expenses arising, or resulting from inaccuracies or inadequacy of such particulars, unsuitability of the contents for carriage in Containers, or,
- C) the unsuitability or defective condition of the container which would have been apparent upon reasonable inspection by the Merchant, at, or prior to the time the Container was filled, packed, stowed, stuffed, or loaded.

### 11. FREIGHT AND CHARGES

- A. The Merchants attention is drawn to the stipulations concerning curren- cy in which the freight and charges are to be paid, rate of exchange, devaluation, and other contingencies relative to freight and charges in the Carriers applicable Tariff.
- B. The freight has been calculated on the basis of particulars furnished by, or on behalf of the Shipper. The Carrier may at any time open any Container or other Package or Unit in order to re-weigh, re-measure, re-classify, or re-value the contents, and if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to the difference between the correct freight charged shall be payable by the Merchant to the Carrier.
- C. Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

#### 12. LIEN

- A. The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this Contract and for general average contributions to whomsoever due and for all sums payable to the Carrier under this Contract and for that purpose shall have the right to sell the Goods by Public Auction or private treaty without notice to the Merchant. If on sale of the Goods the proceeds fail to cover the amount due and the cost incurred, the Carrier shall be entitled to recover the deficit from the Merchant.
- $\ensuremath{\mathtt{B}}$  . If the Goods are unclaimed during a reasonable time, or whenever in the Carriers opinion, the Goods will become

deteriorated, decayed, or worthless, the Carrier may at his discretion and subject to his lien and without any responsibility attaching to him, sell, abandon, or otherwise dispose of the Goods at the sole risk and expense of the Merchant.

### 13. MATTERS AFFECTING PERFORMANCE

- A. Means of transportation: The Carrier may, while remaining fully liable, use, or substitute any vessel, or other means of transportation to fulfill its obligations under this Bill of Lading without giving notice to, or without obtaining the express consent of the Merchant.
- B. Sub-contracting: The Carrier, while remaining fully liable to fulfill its obligations under this Bill of Lading, shall be entitled to sub-contract on any terms, to any person or entity it may choose, for all or any part of said obligations, with out notice to, or without the express consent of the Merchant.
- C. If at any time the performance of the contract evidenced by this Bill of Lading is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport has commenced) may without notice to the Merchant, treat the performance of this Contract terminated and place the Goods or any part of them at the Merchants disposal at any port or place whatsoever which the Carrier may consider safe and advisable in the circumstances where upon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier will nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery for transportation at such port or place.
- D. The circumstances referred to in sub-clause C above, shall include, but not be limited to, those caused by the existence of apprehension of war, declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotion, political unrest, or other disturbances; closure of, obstacles in or danger to any canal, blockade of port or place or interdict or prohibition of or restriction on commerce or trading; quarantine, sanitary or other similar regulations or restrictions; strikes, riots, lockouts or other labour troubles, whether partial or general and whether or not involving employees of the Carrier or his Sub-Contractors; congestion of port wharf, sea terminal, or any other handling of the Goods; epidemics or diseases; bad weather, shallow water, ice, landslide, or other obstacle in navigation or haulage.

#### 14. DANGEROUS GOODS

- A. The Merchant undertakes not to tender for transportation any Goods which are dangerous, inflammable, radio-active, or of damaging nature, without previously giving written notice to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during carriage. The Carrier or the Master may however, in their absolute discretion, reject any such cargo.
- B. If the requirements of sub-clause A are not complied with, the Goods may, at any time or place, be unloaded, destroyed or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage, or expense arising out of the Goods being tendered for transportation or handled, or carried by the Carrier. Further, the Carrier shall be under no liability to make any general average contribution in respect of such Goods.
- C. If the Goods of dangerous, inflammable, radio-active or damaging nature which were tendered in compliance with sub-clause A, shall become a danger to the Vessel, cargo, or any other property or person, such Goods may in like manner, be unloaded, destroyed, or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage, or expense which the Carrier could not avoid by the exercise of reasonable diligence, but incurred as a result of the Carriage of such Goods.

### 15. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

- A. The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate goods.
- B. Goods stowed in Containers, whether by the Carrier or by the Merchant, may be carried on deck or under deck without notice to the Merchant unless on the face hereof it is specifically stipulated that the Containers will be carried under deck, and if carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on deck carriage. Such Goods (other than livestock) whether carried on deck or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for purpose of the Hague Rules or similar provisions of any other Acts which may be applicable.

#### 16. REGULATIONS RELATING TO GOODS

The Merchant shall comply with all regulations or requirements of Customs, port and other Authorities, and

shall bear and pay all duties, taxes, fines, imposts, expenses, or losses incurred or suffered by reason thereof, or any illegal, incorrect or insufficient marking, numbering, or addressing of the Goods, and indemnify the Carrier in respect thereof.

### 17. GENERAL AVERAGE

General average shall be adjusted at any port or place at the option of the Carrier in accordance with the York-Antwerp Rules, 1974. If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes personal responsibility to pay such contributions and to provide a cash deposit or other security for the estimated amount of such contributions as the Carrier shall reasonably require.

# 18. VARIATION OF THE CONTRACT, ETC.

No servant or agent of the Carrier shall have the power to waive or vary any terms of the Bill of Lading unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier in this connection.

### 19. NEGOTIABILITY

A. This Bill of Lading shall be non-negotiable unless made out "to order", in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or transfer the Goods herein described.

B. This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated, or transferred for valuable consideration to a third party acting in good faith.

### 20. CARRIERS TARIFF

The provisions of the Carriers applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his Agents upon request, or where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency this Bill of Lading and the applicable Tariff, this Bill of Lading will prevail.

# Rule 9 Freight Forwarder Compensation

effective date = 01Apr2011

Not applicable.

Rule 10 Surcharges

effective date = 01Apr2011

Not applicable.

Rule 11 Mininum Quantity Rates

effective date = 01Apr2011

When two or more TRIs are stated for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the TRI specifying a required minimum quantity (either weight or measurement, per container or in containers) will be applicable to the contents of the container(s), and if the minimum set forth is met or exceeded. At the shippers option, a quantity less than the minimum level may be freighted at the lower TRI if the weight or measurement declared for rating purposes is increased to the minimum level.

Rule 12 Ad Valorem

effective date = 01Apr2011

The liability of the Carrier as to the value of the shipment at the rates herein provided shall be determined in accordance with the clauses of the Carriers regular Bill of Lading.

If the shipper desires to be covered for a valuation in excess of that allowed by the Carriers regular bill of lading form, the Shipper must so stipulate in Carriers Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper 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.

Where value is declared on any piece or package in excess of Bill of Lading limit of value, 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 it is in addition to the base rate.

Rule 13 Reserved

effective date = 01Apr2011

This rule intentionally left blank.

Rule 14 Co-Loading

effective date = 01Apr2011

The Carrier, may tender cargo to other NVOCCs [co-loading] rather than tender cargo directly to a vessel operating common carrier [vocc] for ocean transportation in order to obtain the most cost effective and/or timely routing of its cargo. When the carrier co-loads its cargo [as defined under article 580.5(c)(14)(i) of Title 46 CFR] the tendering carrier shall state on the face of its bill of lading the following notation:

Co-loaded with [insert name of NVOCC receiving co-loaded cargo].

The tendering of cargo to another NVOCC for co-loading does not increase, reduce, alter or remove Carriers liability for the cargo as stated in the Carriers bill of lading issued at the time of shipment [see Rule 8].

The shipment declared on the carriers bill of lading shall apply the rates and charges as named in the rate section of this tariff. The shipper and/or consignee shall be liable to the carrier for the freight and charges applied for their shipment. The receiving NVOCC shall issue its bill of lading covering the shipment and will apply the applicable rates and charges named in its tariff for the transportation and/or other services performed by the receiving carrier or its authorized representative[s].

The Carrier shall accept shipments for transportation from NVOCCs for co-loading subject to the following conditions:

- a) Tendering NVOCC shall issue its own Bill of Lading for each shipment to cover its relationship with its Shipper.
- b) Tendering NVOCC shall furnish the Carrier with a manifest which shall include the descriptions of the individual commodities with their respective weights, measurements, markings, and piece counts.
- c) Freight Forwarder Compensation shall not be paid for commodities shipped under this rule.
- d) Tendering NVOCC shall furnish carrier with documented proof of compliance with Title 46 CFR Part 83 and as required under Rule 25 of this Tariff.

### Rule 15 Force Majeure

effective date = 01Apr2011

Without prejudice to any rights or privileges of the Carrier under covering Bill of Lading, Dock Receipts, Booking Contracts or applicable provisions of law, in the event the Carrier operations are affected by any event of a Force Majeure nature, the Carrier reserves the right to cancel any outstanding booking or contract of carriage, or to route cargo by any other means of transportation whether by all-water, air-water, or land-water in accordance with rules, regulations, rates, and charges established in or governed by this tariff that would have applied in the absence of a majeure condition.

Examples of Force Majeure events include but are not limited to the following:

War, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strikes, imminent strikes, lockouts or harbor disturbances, widespread electrical power failures affecting port operations,

Acts of God including earthquakes, extreme weather conditions, or other natural catastrophes,

Regulations of any governmental authority pertaining thereto, or any other official interference with commercial intercourse.

Actual routing of the cargo is subject to bill of lading provisions

# Rule 16 Hazardous Cargo

effective date = 01Apr2011

Dangerous articles (as defined under U.S. Code of Federal Regulations Title 49 and/or the Intergovernmental Maritime Dangerous Goods Code IMDG), may only be accepted for carriage when commodities meet shipping specifications as set forth under 46 CFR, 49 CFR and/or IMDG, and where found to be suitable for transportation by vessel owners or vessel operators. Shippers and/or Forwarders offering any hazardous cargo for shipment must furnish the Carrier with complete information regarding such hazardous materials before cargo is accepted for transportation. The Carrier may, at its option, decline carriage of any hazardous material where a conflict in stowage is present.

Explosives shall not be accepted for transportation by the

Carrier under this Tariff.

Rule 17 Green Salted Hides

effective date = 01Apr2011

The shipping weight for green salted hides shall be either a scale weight or a scale weight minus a deduction, which amount and method of computation are specified in the commodity description. The shipper must furnish the Carrier a weight certificate or dock receipt from an inland common carrier for each shipment at or before the time the shipment is tendered for ocean transportation.

Rule 18 Returned Cargo

effective date = 01Apr2011

Return shipments of refused, damaged or rejected shipments, or exhibits at trade fairs, shows or expositions, to port of origin at the TRI assessed on the original movement, and such TRI is lower than the prevailing TRI:

- (1) The return shipment must occur within one (1) year;
- (2) The return movement must be made over the line of the same common carrier performing the original movement; and
- (3) A copy of the original bill of lading showing the rate assessed must be presented to the return common carrier.

Rule 19 Shipper Requests

effective date = 01Apr2011

Any Shipper may file a request or complaint with the Carrier by submitting a written statement thereof to the Carrier. Upon receipt of the statement, the Carrier will process the request or complaint for consideration, reach a decision and notify the Shipper of its decision in writing.

Any request for establishment or alteration of Tariff Rate Items shall be submitted in writing to the Carrier at the Carriers principal office as listed in the Carrier's Tariff Record by mail or facsimile.

Rule 20 Overcharge Claims

effective date = 01Apr2011

Shippers or Consignees may file claims for the refunds of freight overcharges resulting from errors in weight,

measurement, cargo description, or tariff application. Claims are to be forwarded to Carriers principal office as listed in the Carrier's Tariff Record.

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, pursuant to section 11(g) of the Shipping Act, 1984. Such claims must be filed within three years of the date the cause of action accrues.

Claims for the freight rate adjustments filed in writing will 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 shipping act, 1984.

All claims must include, at a minimum, the following original or certified documents in support of the claim:

- 1. Carrier's Bill of Lading
- 2. Commercial Invoice
- 3. Packing List
- 4. Customs Export and/or Customs Entry Permit/Import Declaration, as applicable

Rule 21 Use of Carrier Equipment

effective date = 01Apr2011

Not applicable.

Rule 22 Automobile Rates in Domestic Offshore Commerce

effective date = 01Apr2011

This rule intentionally left blank.

Rule 23 Carrier Terminal Rules and Charges

effective date = 01Apr2011

Not Applicable.

Rule 24 NVOCC Bonds and Agents

effective date = 01Apr2011

The Carrier has ensured financial responsibility for payment of any judgment for damages arising from its transportation-related activities, or order for reparations issued pursuant to The Shipping Act of 1984 as amended and

The Ocean Shipping Reform Act of 1998 as amended, with the following:

Bond Number: 10134083

Surety company: HUDSON INSURANCE COMPANY

Lake Mary, Florida

Rule 25 Certification of Shipper Status in Foreign Commerce

effective date = 01Apr2011

This rule intentionally left blank.

Rule 26 Time/Volume Rates

effective date = 01Apr2011

Not applicable.

Rule 27 Loyalty Contracts

effective date = 01Apr2011

Not applicable.

Rule 28 Definitions

effective date = 01Apr2011

### BASE PORT:

Means the destination port to which tariff rates generally apply and which is used as the base point for determining the application of outport arbitraries.

#### BOXCAR:

A railroad boxcar as defined in the Official Railway Equipment Register.

### CARGO, NOS

Means COMMODITIES NOT OTHERWISE SPECIFIED in individual commodity items.

#### CARRIER:

Means INTERNATIONAL FREIGHT SERVICES, INC.

#### CHASSIS:

Means a wheeled assembly, with or without chassis, constructed to accept mounting of a demountable trailer body, container or flexi-van.

#### COFC:

Means container on flat car rail service in which container without chassis, bogies, or wheels are loaded on rail cars.

## COFC RAIL CARRIERS TERMINALS:

Rail Carriers terminal at which both COFC and TOFC containers can be handled.

## CONSIGNEE:

Means the person, firm or corporation shown on the Bill of Lading as the receiver of the property transported by the Carrier.

### CONSIGNOR:

Means the person, firm or corporation shown on the Bill of Lading as the shipper of the property received by the carrier for transportation.

### CONTAINER DEPOT (CD):

Means a location designated by an ocean carrier where the ocean carrier or his authorized agents makes available empty containers to shippers or inland carriers.

## CONTAINER OR TRAILER:

Means a single, rigid non-disposable dry cargo, insulated temperature or atmosphere controlled box, flatrack, vehicle rack, open top with or without wheels or bogies; a trailer means a flatbed truck or trailers. The term trailer may be used interchangeably with the term container.

## CONTAINER YARD (Y):

A location designated by an ocean carrier at origin or destination ports where:

- 1. the ocean carrier or his authorized agent assembles, holds, or stores containers and chassis,
- 2. where loaded containers are received from shippers; containers are received from shippers; delivered to consignees; or interchanged from rail or motor carriers, and
- 3. where empty containers may be picked up by shippers or returned by consignees or interchanged to rail or motor carriers.

## Y AND S CARGO:

- 1. CY Cargo is that cargo loaded into or unloaded from transport equipment by a shipper or consignee outside of carriers terminal facility.
- 2. CFS Cargo is that cargo tendered to or received from a carrier at his terminal and loaded into or unloaded from transport equipment by the Carrier.

### DAY:

Means a twenty-four (24) hour period beginning at 12:01 A.M.

and ending at 12:00 P.M.

## DELIVERY ORDER:

Means a document issued by the Carrier or its agent authorizing the terminal operator to release all or apportion of a shipment to a Consignee or his authorized agent. More than one Delivery Order may be issued on a single shipment and/or Bill of Lading.

### DIVERSION:

Means a change in Consignee, destination or route.

### DRY CARGO:

Means Cargo other than that requiring temperature control, atmosphere control or bulk cargo.

### **HOLIDAYS:**

Means New Years Day, Washingtons Birthday, Independence Day, Memorial Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day - all U.S. holidays.

### KILO TON:

Means 1,000 kilograms.

## LABEL CARGO:

Label cargo shall be understood to include all commodities requiring a Hazardous Goods label in accordance to the provisions of the International Maritime Dangerous Goods Code as issued by the International Maritime Organization (IMO).

## LOADING PORT:

Means an origin port regularly served by the Carrier from which tariff rates generally apply and which is used as the basing point for application of non loading charges.

## MIXED SHIPMENT:

Means a shipment consisting of articles described in and rated under two or more rate items of this Tariff.

## MOTOR CARRIER:

Means participating motor carrier or motor carriers.

## MOTOR SERVICE:

The movement of cargo via a motor carrier to an interchange port with an ocean carrier. Motor service within a Commercial Zone (CZ) to or from a rail ramp or to a pier is not motor service within the meaning of this definition.

## MOTOR-RAIL SERVICE:

Means the movement of cargo by motor service to a rail terminal and then rail service to the interchange port.

## NON-LOADING PORT:

Means an origin port not normally, or only irregularly served by the Carrier.

Non-Vessel-Operating Common Carrier (NVOCC) means a common carrier that does not operate the vessels by which the ocean transportation is provided, and is a shipper in its relationship with an ocean common carrier.

## OCEAN PORT TO OCEAN PORT SHIPMENT:

The term Ocean Port to Ocean Port as used in the Tariff means the transporting of cargo in containers loaded by the Shipper and unloaded by the Consignee, and the container is received by the Carrier at Carriers Container Yard (CY) at the port of loading and will be made available by the Carrier to the Consignee or his authorized representative to receive at Carriers container yard (Y) at the port of destination.

## ONE COMMODITY:

Means any or all of the articles described in any one rate item.

### ORDINARY CARGO:

Cargo not requiring hazardous label (See Rule 16), the use of a tank container or deep tanks, or atmosphere or temperature control, and which is suitable for carrier in a dry freight container.

# ORIGIN MOTOR TERMINAL (OMT):

A location designated by a motor carrier at origin points where:

- 1. the Motor Carrier or his authorized agent assembles, holds, or stores ocean Carriers containers and chassis;
- 2. where loaded containers are received from Shippers or their agents, and  $% \left( 1\right) =\left( 1\right) +\left( 1\right)$
- 3. where empty containers are delivered to Shippers or their agents.

## ORIGIN RAIL TERMINAL (ORT):

A location designated by rail carrier at origin points where:

- 1. the rail carrier or their authorized agent assembles, holds, or stores ocean carriers containers and chassis;
- $2.\ \, {\rm where\ loaded\ containers\ are\ received\ from\ shippers\ or\ their\ agents,}$  or where loaded containers are interchanged from motor carriers, and
- 3. where empty containers are delivered to shippers or their agents or where empty containers are interchanged

to motor carriers.

### OUTPORT:

Means a destination port, other than a Base Port, to which rates apply but which may be subject to Outport Arbitraries.

## PREPARED:

As referred to in connection to foods, means further processed other than cut-up or frozen. Such further processing includes but is not limited to breaded, cooked, marinated, salted, smoked, dried, pickled etc.

## RAIL CARRIER:

Means participating rail carrier or rail carriers.

### RAIL CARRIERS TERMINAL:

Means the place where loaded or empty Containers are received by Rail Carrier or delivered by Rail Carrier.

### RAIL SERVICE:

The movement of cargo via a rail carrier from a point of origin to an interchange port with an ocean carrier.

## RAILCAR:

Means rail boxcar, flatcar, gondola car, hopper car or refrigerated boxcar as defined in The Official Railway Equipment Register.

## RATE:

Means the tariff rate including terms and conditions as may be published elsewhere in this tariff or in individual rate items.

## RATE BASIS:

Means the method used for publishing a tariff rate. A rate may be expressed as, but not limited to:

- 1. Weight (W)
- 2. Measure (M)
- 3. Weight or Measure (W/M)
- 4. Per 20' (PC20)
- 5. Per 40' (PC40)
- 6. Per 45' (PC45)
- 7. Per container (PC)
- 8. Cartons, lugs, or any other unit of count or measure used for determining the quantity of freight tendered and may include a minimum weight or quantity requirement.

## SHIPPER:

- 1. a cargo owner;
- 2. the person for whose account the ocean transportation is provided;
- 3. the person to whom delivery is to be made;
- 4. a shippers association; or
- 5. an NVOCC that accepts responsibility for payment of all

charges applicable under the Tariff or Service Contract.

#### SHIPMENT:

Means all of the cargo carried under the terms of a single bill of lading.

## STORE DOOR PICK-UP:

Means the ocean carrier will provide transportation of cargo from a shippers place of business at carriers expense, under an interchange with a rail or motor carrier to an interchange port. The ocean carrier has the right to exercise complete control over the selection of inland carrier(s).

## STUFFING, UNSTUFFING:

Means the physical placing of Cargo into or the physical removal of cargo from Carriers Containers.

### TOFC:

Means trailer on flat car rail service in which container on chassis, bogies, or wheels, are loaded to rail cars.

# TOFC RAIL TERMINAL (T):

Means origin rail carriers terminals at which only TOFC containers can be handled.

## TARIFF RATE ITEM "TRI":

Means a single freight rate, in effect on and after a specific date or for a specific time period, for the transportation of a stated cargo quantity, which may move from origin to destination under a single specified set of transportation conditions, such as container size or temperature.

## TRI NUMBER:

Means a number that consists of the numeric commodity code and a unique numeric suffix used to differentiate TRIs within the same commodity description.

### WORKING DAY:

Means that period of each Calendar day excepting Saturdays, Sundays and Holidays from  $8:00\ A.M.$  to  $5:00\ P.M.$ 

# Rule 29 Symbols and Abbreviations

effective date = 01Apr2011

Container Size Codes
N/A .... Not Applicable
LTL .... Less Than Load
20S.... 20 Ft, 80"
20 .... 20 Ft, 86"
20A .... 20 Ft, 90" High Cube
20B .... 20 FT, 96" High Cube

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20X ..... 20 Ft, Any Height
40S..... 40 Ft, 80"
40 ..... 40 Ft, 86"
40A ..... 40 Ft, 90" High Cube
40B ..... 40 FT, 96" High Cube
40X ..... 40 Ft, Any Height
45 ..... 45 Ft, 86"
45A ..... 45 Ft, 90" High Cube
45B ..... 45 Ft, 96" High Cube
45S ..... 45 Ft, 80"
45X ..... 45 Ft, Any Height
Container Type Codes
AC ..... Atmosphere Control
AC ..... Collapsible Flatrack
DF ..... Drop Frame
FB ..... Flatbed
FR ..... Flatrack
GC ..... Garment Container
HH ..... Half-Height
HT ..... Hardtop
IN ..... Insulated
N/A .... Non-Containerized/Not Applicable
OT ..... Open Top
PC ..... Dry
PL ..... Platform
RE ..... Reefer
TC ..... Tank
TL ..... Top Loader
TR ..... Trailer
VR ..... Vehicle Racks
TEMPERATURE CODES
N/A .... Not Applicable/Not Operating
AC ..... Artificial Atmosphere Control
CLD .... Chilled
FRZ .... Frozen
HTD .... Heated
RE ..... Refrigerated
VEN ..... Ventilated
Measurement Symbols
KM ..... Kilometer
MI ..... Miles
CFT ..... Cubic Feet
CM ..... Centimeters
FT ..... Feet
CBM ..... Cubic Meter
IN ..... Inches
M ..... Meters
KGS ..... Kilograms
KT ..... 1000 KGS (Metric Ton)
LBS .... Pounds
ST ..... Short Ton (2000 LBS)
```

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LT ..... Long Tons (2240 LBS)
RATE BASIS CODES
W ..... Weight
M ..... Measure
WM ..... Weight/Measure
LS ..... Lump Sum
PC ..... Per Container
AV ..... Ad Valorem
EA ..... Each (Unit As Defined)
MBF ..... 1000 Board Feet
FREIGHT FORWARDER/BROKER TYPE CODES
N/A ..... Not Applicable
FF ..... FREIGHT FORWARDER
CB ..... Customs House Broker
OTH .... Other
OTI .... Ocean Transportation Intermediary
HAZARD CODES
N/A ..... Not Applicable
A ..... IMD Stow Category A
B ..... IMD Stow Category B
C ..... IMD Stow Category C
D ..... IMD Stow Category D
E ..... IMD Stow Category E
HAZ .... Hazardous
NHZ .... Non-Hazardous
Shipment Service Codes
B ..... Barge
D ..... Door
H ..... House
M ..... Motor
O ..... Ocean Port
P ..... Pier
R ..... Rail Yard
S ..... Container Station
T ..... Terminal
U ..... Rail Siding
X ..... Team Tracks
Y ..... Container Yard
SHIPMENT STOWAGE LOCATION CODES
N/A .... Not Applicable
OD ..... On Deck
BS ..... Bottom Stowage
STUFFING/STRIPPING MODES
N/A ..... Not Applicable
MECH .... Mechanical
HAND .... Hand
```

Shipment packaging Codes

```
N/A ..... Not Applicable
BAG .... Bag
BAL .... Bale
BAR .... Bar
BBL .... Barrel
BDL .... Bundle
BEM .... Beam
BIC .... Bind Chest
BIN .... Bin
BLK .... Bulk
BOB .... Bobbin
BOX .... Box
BRG .... Barge
BSK .... Basket/Hamper
BUS .... Bushel
BXI ..... Box, with Inner Container
BXT .... Bucket
CAB ..... Cabinet
CAG .... Cage
CAN .... Can
CAR .... Carrier
CAS .... Case
CBC ..... Containers of Bulk Cargo
CBY ..... Carboy
CCS ..... Can Case
CHE .... Cheeses
COR .... Core
CRD .... Cradle
CRT .... Crate
CSK .... Cask
CTN ..... Carton
CYL .... Cylinder
DBK .... Dry Bulk
DRK ..... Double-Length Rack
DRM .... Drum
DSK ..... Double-Length Skid
DTK ..... Double-Length Tote Bin
FIR .... Firkin
FLO .... Flo-Bin
FRM .... Frame
FSK .... Flask
FWR ..... Forward Reel
GOH ..... Garment on Hanger
HED .... Heads of Beef
HGH .... Hogshead
HPC .... Hopper Car
HPT ..... Hopper Truck
HRB .... On Hanger/Rack in Boxes
HRK .... Half-Standard Rack
HTB .... Half Standard Tote Bin
JAR .... Jar
KEG .... Keg
KIT .... Kit
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KRK ..... Knockdown Rack

```
KWC ..... Knockdown Wood Crates
KTB ..... Knockdown Tote Bin
LBK .... Liquid Bulk
LIF .... Lifts
LOG .... Log
LSE .... Loose
LUG .... Lug
LVN ..... Lift Van
MRP ..... Multi-Roll Pak
NOL .... Noil
NST .... Nested
PAL .... Pail
PCK ..... Packed - NOS
PCS .... Pieces
PIR .... Pirns
PKG ..... Package
PLF ..... Platform
PLN ..... Pipe Line
PLT ..... Pallet
POV ..... Private Vehicle
PRK ..... Pipe Rack
QTR ..... Quarters of Beef
RAL ..... Rail (semiconductor)
RCK .... Rack
REL .... Reel
ROL .... Roll
RVR ..... Reverse Reel
SAK .... Sack
SHK .... Shook
SID .... Sides of Beef
SKD ..... Skid
SKE ..... Skid, Elevator, Lift Truck
SLV .... Sleeve
SPI .... Spin Cylinders
SPL ..... Spool
TBE .... Tube
TBN ..... Tote Bin
TKR ..... Tank Car Rail
TKT ..... Tank Truck
TLD ..... Intermodal Trailer/Container Load
TNK ..... Tank
TRC ..... Tierce
TRK ..... Trunk and Chest
TRY ..... Tray
TSS ..... Trunk, Salesmen Sample
TUB .... Tub
UNP ..... Unpacked
UNT ..... Unit
VEH .... Vehicles
VPK ..... Van Pack
WHE ..... On Own Wheels
WLC ..... Wheeled Carrier
WC ..... Wood Crates
WRP ..... Wrapped
```

## TARIFF TYPE CODES

BL ..... Bill of Lading Tariff

EI ..... Equipment Interchange Agreement Tariff

ET ..... Essential Terms Tariff

FC ..... Foreign Commodity Tariff

FR ..... Foreign Rules Tariff

TM ..... Terminal Tariff

SC ..... Service Contracts

## Filing/Amendment Type Codes

A..... Increase.

C..... Change resulting in neither increase nor decrease in rates or charges.

E..... Expiration (also use A if the deletion results in the application of a higher CARGO NOS or similar rate).

I..... New or Initial matter.

K..... Rate or change filed by a controlled common carrier member of a conference under independent action.

 ${\tt M......}$  Transportation of U.S. Department of Defense cargo by American-flag common carriers.

P..... Addition of a Port or Point.

R..... Reduction.

S ..... Special Case matter filed pursuant to Special Permission, Special Docket or other Commission direction, including filing of tariff data after suspension, such as for controlled carriers. Requires "Special Case Number".

T ..... Terminal Rates, charges or provisions or canal tolls over which the Carrier has no control.

 $\ensuremath{\mathtt{W}}$  ..... Withdrawal of an erroneous filing on the same filing date.

X .... Exemption for controlled carriers data in trades served exclusively by controlled carriers or by controlled carriers states receiving most-favored-nation treatment.

Abbreviations Used In Tariff

Ad Val .. Ad Valorem - According to Value (Refer to Rule 12)

AG ..... Atlantic and Gulf Coast All-Water Service

BL ..... Bill of Lading

BM ..... Board Measure

BDL .... Bundle

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CAF ..... Currency Adjustment Factor
CBM .... Cubic Meter
CD ..... Container Depot
CFS ..... Container Freight Station
COFC .... Container on Flat Car
CTN .... Carton
CFT ..... Cubic Foot (Feet)
CWT ..... Per Hundred Weight
CY ..... Container Yard
EA ..... Each
F ..... Fahrenheit
FAF ..... Fuel Adjustment Factor
FCL ..... Full Container Load
FEU ..... Forty-foot Equivalency Unit
FI ..... Free In to Vessel
FIO ..... Free In and Out to Vessel
FIO ST .. Free in and Out, Stowed and Trimmed
FO ..... Free Out to Vessel
FR20 .... Per 20 foot Flatrack Container
FR40 .... Per 40 foot Flatrack Container
ID ..... Inside Diameter
IPI .... Interior Point Intermodal (Inland Points)
JHFMS ... Japan Harbor Fund Management Surcharge
KD ..... Knocked Down
KDF .... Knocked Down Flat
Kg(s) ... Kilograms
Kilo(s).. Kilograms
KT ..... 1000 Kilos (Kilo Ton)
LBS ..... Pounds (Avoirdupois)
LCL .... Less Than Container Load
LTL ..... Less Than (Container) Load
M or M3 . Measurement Ton of One Cubic Meter
MBM .... Thousand Feet Board Measure
MBS ..... Thousand Feet Brereton Scale
MIN: .... Subject to the following minimum:
MLB .... Mini-Landbridge service over West Coasts Ports
MLB(AG) . Mini-Landbridge service over Atlantic or Gulf
Coast Ports
NOS ..... Not Otherwise Specified
NVOCC ... Non-Vessel-Operating Common Carrier
OD ..... Outside Diameter
OT20 .... Per 20-ft Open Top Container
OT40 .... Per 40-ft Open Top Container
PC ..... Per Dry Container
PC20X ... Per 20 foot Container, of any height
PC40X ... Per 40 foot Container, of any height
PC45X ... Per 45 foot Container, of any height
PCS ..... Pieces
PKG(s) .. Package(s)
PL20 .... Per 20' Platform
PL40 .... Per 40' Platform
RF20 .... Per 20' Refrigerated Container, of any height
RF40X ... Per 40' Refrigerated Container, of any height
R/T ..... Revenue Ton
```

SU ..... Set Up

TEU ..... Twenty-foot Equivalency Unit

TK20 .... Per 20' Tank Container

TOFC .... Trailer on Flat Car

TRC ..... Terminal Receiving Charge

US ..... United States of America

USA  $\dots$  United States of America

US\$ ..... United States Dollar

VAT ..... Value Added Tax

VIZ. .... Namely

VOCC .... Vessel Operating Common Carrier

 $\ensuremath{\mathtt{W}}$  or  $\ensuremath{\mathtt{WT}}$  . Weight Ton of 1000 kilograms

W/M .... Weight or Measure

WC ..... US West Coast All-Water Service

Rule 30 Access to Tariff Information

effective date = 01Apr2011

This rule intentionally left blank.

Rule 31 Seasonal Discontinuance

effective date = 01Apr2011

Not applicable.

Rule 32 Reserved

effective date = 01Apr2011

This rule intentionally left blank.

Rule 33 Project Rates

effective date = 01Apr2011

Not Applicable.

Rule 34 Terminal Tariff

effective date = 01Apr2011

Not applicable.

ERROR: Exit normally: (0)