

FMC No.: 033713

Non-Vessel Operating Common Carrier

Effective Date: 18JUN2024

Published Date: 18JUN2024

Expiration Date: NONE

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Controlled Carrier Status: NONE

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# TITLE PAGE

TARIFF No. 001

NRA GOVERNING RULES TARIFF

NAMING RULES AND REGULATIONS ON CARGO MOVING

IN CONTAINERS AND BREAKBULK

BETWEEN U.S. PORTS AND POINTS

AND

WORLD PORTS AND POINTS

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5 Continent Alliance, LLC is a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC organization number 033713.

## NOTICE TO TARIFF USERS

Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531, 532 and OSRA 2022. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). NRA means the written and binding arrangement between an NRA shipper or consignee 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 NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: 1) provides the NVOCC with a signed agreement; 2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or 3) books a shipment after receiving the NRA terms from the NVOCC. If the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **"THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."** The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

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Published By:

5 Continent Alliance, LLC

119 Willow Road

East Kingston, NH 03827

Publishing Officer: Graziela Flores Vedana

E: [Graziela@5cl.rs](mailto:Graziela@5cl.rs)

T: 603-234-3667

<https://ship5cl.com/>

**TARIFF DETAILS**

Tariff Number: 001  
Tariff Title: NRA Governing Rules Tariff  
Effective: 18JUN2024  
Thru: None  
Expires: None  
Publish: 18JUN2024  
Amendment Type: O  
Original Issue: 18JUN2024  
Weight Rating: 1,000KGS  
Volume Rating: 1CBM  
Tariff Type: Governing NRA Rules Tariff  
Certification: All information contained in this tariff is true, accurate, and no unlawful alterations are permitted.

**ORGANIZATION DETAILS**

Org. Number: 033713  
Name: 5 Continent Alliance, LLC  
Trade Name: N/A  
Type: Non-Vessel Operating Common Carrier  
HDQ Country: USA  
Home Office: USA  
Phone: 603-234-3667  
Email: [Graziela@5cl.rs](mailto:Graziela@5cl.rs)

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**TARIFF RULE INFORMATION**

FMC ORG. NO. 033713

5 CONTINENT ALLIANCE, LLC

NRA RULES TARIFF NO. 001 – BETWEEN (US AND WORLD)

AMENDMENT NO. O

EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 1: Scope**

Rules and regulations published herein apply between United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points and Worldwide Ports, and Points as specified in Rule 1.A of this tariff:

**A. U.S. ATLANTIC BASE PORTS (ACBP):**

Baltimore, MD  
Boston, MA  
Chester, PA  
Charleston, SC  
Jacksonville, FL  
Miami, FL  
New York, NY  
Newark, NJ  
Norfolk VA  
Philadelphia, PA  
Savannah, GA  
Wilmington, NC

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

Houston, TX  
Galveston, TX  
New Orleans, LA  
Tampa, FL  
Mobile, AL

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

Port Hueneme, CA  
Los Angeles, CA  
Long Beach, CA  
Oakland, CA  
San Francisco, CA  
Portland, OR  
Seattle, WA  
Tacoma, WA

**C. GREAT LAKES BASE PORTS:**

Includes Chicago, IL

**SUBSTITUTED SERVICE AND INTERMODAL SERVICE****A. SUBSTITUTED SERVICE**

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

**B. INTERMODAL SERVICE**

Carrier will provide through intermodal service via all combinations of air, barge, motor, and rail service.

Intermodal Rates will be shown as single factor through rates as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 herein). Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual NRA of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

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**Rule 1-A: Worldwide Ports and Points**

Except as otherwise provided, this tariff provides rules and regulations between USA Ports and Points, and the below Worldwide Ports and Points:

AFGHANISTAN	CHINA	GRENADA
ALBANIA	CHRISTMAS ISLAND	GUADELOUPE
ALGERIA	CLIPPERTON ISLAND	GUAM
AMERICAN SAMOA	COCOS (KEELING) ISLANDS	GUATEMALA
ANDORRA	COLOMBIA	GUERNSEY
ANGOLA	COMOROS	GUINEA
ANGUILLA	CONGO	GUINEA BISSAU
ANTARCTICA	COOK ISLANDS	GUYANA
ANTIGUA AND BARBUDA	CORAL SEA ISLANDS	HAITI
ARGENTINA	COSTA RICA	HEARD ISLAND AND MCDONALD
ARUBA	CUBA	ISLA
ASHMORE AND CARTIER	CYPRUS	HONDURAS
ISLANDS	CZECHOSLOVAKIA	HONG KONG
AUSTRALIA	DENMARK	HOWLAND ISLAND
AUSTRIA	DJIBOUTI	HUNGARY
BAHAMAS THE	DOMINICA	ICELAND
BAHRAIN	DOMINICAN REPUBLIC	INDIA
BAKER ISLAND	ECUADOR	INDONESIA
BANGLADESH	EGYPT	IRAN
BARBADOS	EL SALVADOR	IRAQ
BASSAS DA INDIA	EQUATORIAL GUINEA	IRELAND
BELGIUM	ETHIOPIA	ISRAEL
BELIZE	EUROPA ISLAND	ITALY
BENIN	FALKLAND ISLANDS (ISLAS	IVORY COAST
BERMUDA	MALVIN	JAMAICA
BHUTAN	FAROE ISLANDS	JAN MAYEN
BOLIVIA	FEDERATED STATES OF	JAPAN
BOTSWANA	MICRONESIA	JARVIS ISLAND
BOUVET ISLAND	FIJI	JERSEY
BRAZIL	FINLAND	JOHNSTON ATOLL
BRITISH VIRGIN ISLANDS	FRANCE	JORDAN
BRUNEI	FRENCH GUIANA	JUAN DE NOVA ISLAND
BULGARIA	FRENCH POLYNESIA	KENYA
BURKINA	FRENCH SOUTHERN AND	KINGMAN REEF
BURMA	ANTARCTIC	KIRIBATI
BURUNDI	GABON	KOREA DEMOCRATIC PEOPLES
CAMBODIA	GAMBIA THE	REP
CAMEROON	GAZA STRIP	KOREA REPUBLIC OF
CANADA	GERMANY	KUWAIT
CAPE VERDE	GHANA	LAOS
CAYMAN ISLANDS	GIBRALTAR	LEBANON
CENTRAL AFRICAN REPUBLIC	GLORIOSO ISLANDS	LESOTHO
CHAD	GREECE	LIBERIA
CHILE	GREENLAND	LIBYA

LIECHTENSTEIN  
LUXEMBOURG  
MACAU  
MADAGASCAR  
MALAWI  
MALAYSIA  
MALDIVES  
MALI  
MALTA  
MANISLE OF  
MARSHALL ISLANDS  
MARTINIQUE  
MAURITANIA  
MAURITIUS  
MAYOTTE  
MEXICO  
MIDWAY ISLANDS  
MONACO  
MONGOLIA  
MONTERRAT  
MOROCCO  
MOZAMBIQUE  
NAMIBIA  
NAURU  
NAVASSA ISLAND  
NEPAL  
NETHERLANDS  
NETHERLANDS ANTILLES  
NEW CALEDONIA  
NEW ZEALAND  
NICARAGUA  
NIGER  
NIGERIA  
NIUE  
NORFOLK ISLAND  
NORTHERN MARIANA ISLANDS  
NORWAY  
OMAN  
PAKISTAN  
PALMYRA ATOLL  
PANAMA  
PAPUA NEW GUINEA  
PARACEL ISLANDS  
PARAGUAY  
PERU  
PHILIPPINES  
PITCAIRN ISLANDS  
POLAND  
PORTUGAL  
PUERTO RICO  
QATAR  
REUNION  
ROMANIA  
RWANDA  
SAN MARINO  
SAO TOME AND PRINCIPE  
SAUDI ARABIA  
SENEGAL  
SEYCHELLES  
SIERRA LEONE  
SINGAPORE  
SOLOMON ISLANDS  
SOMALIA  
SOUTH AFRICA

SOUTH GEORGIA AND THE  
SOUTH SA  
SPAIN  
SPRATLY ISLANDS  
SRI LANKA  
ST HELENA  
ST KITTS AND NEVIS  
ST LUCIA  
ST PIERRE AND MIQUELON  
ST VINCENT AND THE  
GRENADINES  
SUDAN  
SURINAME  
SVALBARD  
SWAZILAND  
SWEDEN  
SWITZERLAND  
SYRIA  
TAIWAN  
TANZANIA UNITED REPUBLIC OF  
THAILAND  
TOGO  
TOKELAU  
TONGA  
TRINIDAD AND TOBAGO  
TROMELIN ISLAND  
TRUST TERRITORY OF THE  
PACIFIC  
TUNISIA  
TURKEY  
TURKS AND CAICOS ISLANDS  
TUVALU  
UGANDA  
UNION OF SOVIET SOCIALIST  
REPU  
UNITED ARAB EMIRATES  
UNITED KINGDOM  
URUGUAY  
USA  
VANUATU  
VATICAN CITY  
VENEZUELA  
VIETNAM  
VIRGIN ISLANDS  
WAKE ISLAND  
WALLIS AND FUTUNA  
WEST BANK  
WESTERN SAHARA  
WESTERN SAMOA  
YEMEN  
YUGOSLAVIA  
ZAIRE  
ZAMBIA  
ZIMBABWE



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**Rule 1-B: Intermodal Service**

Intermodal through rates applies between points in the U.S. and worldwide destinations.

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AMENDMENT NO. O

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**Rule 2: Notice to Tariff User**

Carrier has opted to publish its tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531, 532 and OSRA 2022. In that respect, Carrier has opted for exclusive use of Negotiated Rate Arrangements (“NRAs”) and may also opt to utilize NVOCC Service Arrangement (“NSAs”). NRA means the written and binding arrangement between an NRA shipper or consignee 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 NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: 1) provides the NVOCC with a signed agreement; 2) sends the NVOCC a written communication, including but not limited to an e-mail, indicating acceptance of the NRA terms; or 3) books a shipment after receiving the NRA terms from the NVOCC. If the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **“THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”** The effective date of the NRA shall be the date of Carrier’s receipt of Shipper’s and/or Consignee’s acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

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**Rule 2-A: Application of NRAs and Charges**

1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word “Weight” or the letter “W” appears next to an article or commodity,

weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight. NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo. NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA. Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.
3. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.
4. NRAs do not include Marine Insurance or Consular fees.
5. Description of commodities shall be uniform on all copies of the Bill of Lading and must be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.
6. Unless otherwise specified, when NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
7. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
9. **FORCE MAJEURE CLAUSE:** "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."
10. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.
11. **TYPES OF SERVICE PROVIDED**

- a. CY/CY (Y/Y): The term "CY/CY" means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.
- b. CY/CFS (Y/S): The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.
- c. CFS/CFS (S/S): The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.
- d. CFS/CY (S/Y): The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.
- e. DOOR (D): Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

## 12. SERVICE OPTIONS

- a. The following service types are available and pertain to rates contained in this tariff:
  - i. Container Yard (Y) - The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.
  - ii. Container Freight Station (S) - The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent.
  - iii. Door (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.
  - iv. Ocean Port (O): Ocean Port rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.
- b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.
- c. Carrier may also utilize the following terminology to describe its services:
  - i. IPI Service, from Asia to USA: The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.
  - ii. MLB Service (Mini Land Bridge) from Asia to USA: The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.
  - iii. RIPI Service, from Asia to USA: The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

13. ADVANCED CHARGES. Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading and provided they do not relate in any part to cargo cost and/or ocean freight thereon but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.

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## TARIFF RULE INFORMATION

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-010: Packing Requirements**

1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
3. Gross weight in pounds, and/or Kos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-020: Diversion by Carrier**

When the Ocean Carrier discharges cargo at a terminal port other than the port named in the ocean bill of lading, the ocean carrier may arrange, at its option, for movement via rail, truck, or water, of the shipment from the port of actual discharge only as indicated hereunder:

1. To ocean carrier's terminal (motor, rail, or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports en-route between Carrier discharging terminal and carrier's delivery terminal provided the NRAs are already provided for such destinations in individual commodity items.
2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the NRA applicable to the port of destination named in the bill of lading shall be assessed. In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or would have borne had the shipment cleared through the port originally intended.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-030: Booking Cancellation Fee (BCF) – No Show Fee (NSF)**

Carrier has implemented a Booking Cancellation Fee (BCF) on all types of containers. If the Merchant wishes to cancel shipment(s) after the Booking Confirmation has been issued, a cancellation notice must be provided by the merchant to the Carrier in writing not less than five (5) days before the scheduled estimated time of departure (ETD) and shall also pay the Carrier a cancellation fee. The BCF shall be provided in each individual NRA. If a cancellation is provided, but not within the time indicated above; a cancellation fee shall be imposed. All BCF fees imposed shall apply to the account of the cargo.

**No-Show Fee (NSF)**

If the merchant fails to notify the Carrier of cancellation of part or all containerized goods in accordance or fails to deliver part or all of the containerized goods for shipment, the Merchant shall pay a no-show fee (NSF). The NSF shall be provided in each individual NRA. All NSF fees imposed shall apply to the account of the cargo.

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EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-035: Ocean Carrier Spot Pricing – Congestion Fees – Revenue Recovery Surcharge – Space Arrangement Fees**

1. Ocean Carriers during the pandemic period commencing on or about February 2020 and currently in place for so long as port congestion is occurring in the United States and globally, have been imposing charges in congested port areas in addition to base rate and sur-charges applicable to Carrier's service contract with ocean carriers in either or both of the following manners:
  - a. By imposing newly negotiated rate structures as a pre-condition to loading cargo previously tendered by Carrier or its agent, whereby, said Ocean Carrier will not load such cargo unless Carrier accepts such increased base spot rates; or
  - b. By imposing newly structured sur-charges with nominations such as, but not limited to "Revenue Recovery Surcharges", "Space Arrangement Fees", and other similar titles to indicate charges over and above those in place during the negotiations of the service contract, which are imposed as charges as a pre-condition to acceptance of cargo in a congested port, notwithstanding the negotiated service contract rates and/or surcharges were in place at the time the cargo was tendered to the Ocean Carriers by Carrier or its agent.
  - c. The term Spot Rates shall apply to either or both procedures defined in Paragraph 1. a) and b) above.
2. Carrier, in view of the Spot Rates practices developed by Ocean Carriers during the pandemic period, shall in order to provide consistency and predictability of transport shall accept such Spot Rates to the extent that not accepting same would lead to non-delivery of cargo, and/or port demurrage and other charges, unless Shipper shall decide and will timely notify Carrier that it is abandoning such cargo, at which time Carrier may take whatever steps necessary in terminating transport and/or asserting liens and effecting the sale of such cargo. To the extent that such cargo is not appropriately abandoned as provided herein, and the sale of the cargo does not cover the freight monies and other charges due to Carrier, Shipper shall remain responsible to Carrier for such charges.
3. Carrier shall define and treat such Spot Rates as Ocean Carrier General Rate Increases ("GRIs"), a term not otherwise defined in the Federal Maritime Commission's regulations. GRIs shall include charges implemented by Ocean Carriers as defined in the term Spot Rates herein. As such, pursuant

to 46 CFR §532.5 (d) (2) (iv) such Spot Rates are not included in a Negotiated Rate Arrangement nor a Rules Tariff and shall be charged as a pass-through without a markup by Carrier.

4. To the extent that the increased rates and/or charges imposed by the ocean common carriers are not considered GRIs for whatever reason, Shipper agrees that these increases are an acceptable amendment to the pertinent NRA.

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EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-040: Container Capacity**

Where rules or NRAs make reference to capacity of containers, the standard capacity for the purpose of freight rating shall be as indicated in each individual NRA.

NOTE: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in various States of the U.S.A.

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EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-045: Port of LA & LB Container Excess Dwell Fees**

The following Container Excess Dwell Fees imposed by the Port of Los Angeles and the Port of Long Beach (“the Ports”) shall be applicable to shippers as of the date of this publication in Carrier’s tariff pursuant to 46 CFR § 520.8 (b)(4) for any such fees being assessed by the Ports against ocean carriers, and ocean carriers thereby assessing these as pass-through accessorial terminal charges to Carrier until such Container Excess Dwell Rates are eliminated by the ocean carriers:

**A. Local Import Loaded Container (to be removed by motor carrier)**

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
9	100	100
10	200	300
11	300	600
12	400	1,000
13	500	1,500
More than 13	(Increments of \$100 Increase per day)	

**B. Intermodal Import Loaded Container (going by rail)**

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
6	100	100
7	200	300
8	300	600
9	400	1,000
10	500	1,500
More than 10	(Increments of \$100 Increase per day-no limit)	

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EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-050: Shipper Furnished Containers**

In lieu of the carrier furnished containers, shippers may offer cargo for ocean transportation in shipper furnished containers subject to the following provisions:

1. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.
2. Shipper furnished containers will be subject to inspection, approval, and acceptance for carriage on the carrier's vessel prior to loading by the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.
3. Each such container and its cargo will be subject to all rates, rules, and regulations of this tariff.
4. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdership of the container offered for shipment.

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EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-060: Measurement and Weight**

1. All packages will be measured in Centimeters and weight in Kilograms.
2. Rounding off Dimensions
  - a. Where parts of centimeter occur in dimensions, such parts below 0.5 cm. are to be ignored, and those of 0.5 cm. And over are to be rounded off to the centimeter above.
3. Calculating Cubic Measurements
  - a. The three dimensions in centimeters (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals. In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards. In the case of multiple packages of like dimensions, the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.
4. Official Measurers and Weighers
  - a. The straight loaded shipments of consolidator Cargo, stuffed at Carrier's nominated off dock CY locations, does not require measuring/weighing for purposes of confirming volume/weight of cargo. For such shipments, however, there must be a certificate from an officially appointed Sworn Measurer to confirm the exact location at which the shipment was stuffed into the container.
5. Misdescription, Underweights and Undermeasurement
6. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing Carrier may arrange at the port/point of destination for the verification of the description, measurement or weights

of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.

7. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn re-weighing, re-measuring and/or resurveying shows that the gross weights, measurements and/or description

NOTE: Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic meter respectively. Whenever freight charges are assessed on a W/M "weight or measurement" basis or where rates are provided on both a "W" and "M" basis, the freight charges will be computed on the gross weight or the overall measurement of the pieces or packages, whichever computation produces the greater revenue to the Carrier.

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**Rule 2-070:                      Overweight Containers**

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for the account of the cargo. The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the ocean carrier transporting the shipment, its agents, and the motor/rail carrier(s), harmless from any and all damages or liability from claims by whomever brought arising in whole or in part from the shipment exceeding any lawful weight limitation. Such indemnification shall include attorneys' fees and all costs incurred in the defense of such claim(s).

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PUBLISHED: 18JUN2024

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**Rule 2-080: Shipper's Load and Count**

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so claused, and no container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

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

NOTE: Except as otherwise noted, shipments destined to more than one port of discharge may not be loaded by the shipper into the same container.

NOTE: Except as otherwise provided, 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 shippers at their expense and the carrier shall not be responsible for such materials nor their return after use. The 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.

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**Rule 2-090: Shipper's Load and Count**

A request for diversion of a shipment will be considered as an amendment to the contract of carriage and will be subject to the following definitions, conditions, and charges:

1. Definitions:
  - a. The term "Diversion" means any change in the original billed destination (which may also include a change in Consignee, order party, or both). A change in Consignee, order party or both will not be considered as diversion of cargo.
2. Conditions:
  - a. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
  - b. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
  - c. This rule will apply to full Bill of Lading quantities or full container loads only.
  - d. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion

charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.

- e. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
- f. Diversion charges or administrative charges are payable by the party requesting the diversion.

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**Rule 2-100: Security Fee**

Security Fees may be applicable on shipments and identified in each individual NRA.

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**Rule 2-110: Restricted Articles**

Except as otherwise provided, the following articles will not be accepted for transportation:

1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
2. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
3. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume novelty jewelry, except where otherwise specifically provided, postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
4. Corpses or cremated remains.
5. Animals, birds, fish, livestock.
6. Eggs, viz: Hatching.
7. Poultry or pigeons live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
8. Silver articles or ware, sterling.
9. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for

transportation when enclosure in a container is reasonably necessary for protection and safe transportation.

10. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

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**Rule 2-120: Freight All Kinds (FAK)**

Unless otherwise provided herein, any cargo described as "Freight All Kind" shall consist of a minimum of two different commodities. Further restrictions to the items shall be contained in the NRA.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-130: Alternate Rate/Service Levels: Economy, Regular, Premium**

Different levels of Service may be offered by the Carrier. Unless otherwise specified in the individual NRA. NRAs are applicable for Regular Service.

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PUBLISHED: 18JUN2024

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**Rule 2-140: AES-USA Export Shipments**

Carrier requires complete and accurate Automated Export System/Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations. Description of commodities shall be uniform on all copies of the B/L and must be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to assure accuracy. Amendments or corrections in the commodity description will be accepted only if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are not covered by a Shipper's Export

Declaration, as permitted by Export Control Regulations, Shippers must insert the applicable commodity Schedule B number in the Line Copy of the B/L.

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AMENDMENT NO. O

EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-150: Documentation Fee**

Document fees are considered origin and destination local charges and shall be for the account of the cargo.

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AMENDMENT NO. O

EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-160: AMS Processing Fee**

Except as otherwise noted in each individual NRA, all Shipments are subject to the U.S. Manifest Processing Fee as specified in each individual NRA. If a correction and/or amendment are made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess a Correction Fee in addition to all other applicable charges.

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**Rule 2-170: Submission of Cargo Declaration Data**

**A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.**

Pursuant to Customs regulations effective December 2, 2002, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs Service at least 24 hours prior to the loading of the cargo on Carrier's vessel:

1. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a

container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.

2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ('ACE').
3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.
4. Internationally recognized hazardous material code when such materials are being shipped.
5. Seal numbers for all seals affixed to the container.

NOTE: Failure to comply with these requirements will result in cargo not being loaded.

**B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.**

Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:

1. Shippers who submit their shipping instructions in paper format will be required to submit their shipping instructions to Carrier no later than seventy-two (72) hours prior to vessel arrival at the foreign port of load. This applies to all U.S. destined cargo as well as cargo intended to be transshipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.

**C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.**

Non-vessel operating common carriers ('NVOCCs') that are licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective rules tariff, and has posted the required financial security with the FMC.

1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.
2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.
3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

**D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.**

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time-period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the

instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

**E. INDEMNIFICATION OF CARRIER.**

If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

**F. CONFIDENTIALITY.**

Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container load cargo containing shipments by more than one Shipper.

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**TARIFF RULE INFORMATION**

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 2-180: U.S. Customs Related Charges**

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier. NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo, or merchant.

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**Rule 2-190: Lien Notice**

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant, in its possession, custody or control or en-route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice (counting from sending of the notice) by registered mail to the Merchant, the Goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sales.

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**Rule 2-200: Cargo Roll-Over Fee**

Carrier will require complete and accurate shipping instructions by the “Document Due by Date” mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the “Document Due By date”, cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shipper’s/Owner’s Account.

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**Rule 2-210: Free Time Detention/Demurrage/Storage**

The term “Demurrage” indicates a daily charge assessed to the shipper/consignee for the use of space, the occupation of land at marine terminals and/or services provided at the carrier’s load/discharge port, rail ramp or inland container yard (CY) facility when the cargo remains in or on carrier’s containers, tanks or trailers and/or such facilities beyond the permitted free-time as stipulated per tariff or contract of the vessel operator or the marine terminal after the expiration of free time. The term “Detention” (includes Tank Demurrage) indicates a charge for the use of equipment. The term “Free time” indicates the grace period for which neither of these charges will be incurred. Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading is for the account of such shipper, consignee or holder of a relevant bill of lading (“holder”). The “Merchant” as defined by the carrier’s bill of lading and shipper, consignee, holder hereof, and owner of the goods shall

be jointly and severally liable to Carrier for the payment of all detention, demurrage or storage charges before, during and after the carriage of the cargo.

If the Carrier asserts its own demurrage and detention charges in its NRA, NSA or Rules Tariff, its invoice for demurrage and/or detention must minimally include the following 13 data elements, pursuant to 46 U.S.C. §41104(d):

1. Date that container is made available.
2. The port of discharge.
3. The container number or numbers.
4. For exported shipments, the earliest return date.
5. The allowed free time in days.
6. The start date of free time.
7. The end date of free time.
8. The applicable detention or demurrage rule on which the daily rate is based.
9. The applicable rate or rates per the applicable rule.
10. The total amount due.
11. The email, telephone number, or other appropriate contact information for questions or requests for mitigation of fees.
12. A statement that the charges are consistent with any of Federal Maritime Commission rules with respect to detention and demurrage.
13. A statement that the common carrier's performance did not cause or contribute to the underlying invoiced charges.

NOTE: Failure to include the above items in a demurrage and/or detention invoice, would result in the elimination of the charged party having to pay the applicable charge pursuant to 46 U.S. Code §41104 (f)

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**Rule 2-220: OSRA 2022 NVOCC Safe Harbor Demurrage Detention**

- A. If the Carrier is not assessing its own Demurrage and Detention charges but shows as Consignee on the Ocean common carrier's Master bill of lading, Carrier shall timely be pass-through without mark up, the ocean common carrier's terminal invoices to the consignee on its house bill of lading. The Commission in a Charge Complaint at 46 U.S.C. §41310 may find the Carrier not liable, and the Ocean carrier could be found liable for refunds or penalties.
- B. In the event that demurrage/detention invoices do not include the 13 data elements that are referenced in 46 U.S.C. §41104(d) or otherwise may appear to be inaccurate from the vessel operators/terminals, Carrier may return non-compliant invoices to the vessel operator/terminal with the opportunity to make any necessary adjustments to have invoices become compliant with the new Regulations. Carrier may pass through these invoices to shipper for their information only and with notice that these, even though may be challenged might still be due by Shipper depending on whether the FMC rules these are compliant or not compliant with the FMC regulations.
- C. Should a vessel operator/terminal fail to make necessary corrections to non-compliant invoices within a reasonable timeframe, Carrier may initiate a formal Charge Complaint with the Federal Maritime Commission to advise them of any suspected non-compliances for their investigation.
- D. Carrier, at its sole discretion, in order to have cargo released so as to not accrue demurrage for itself and its shipper, may make payment for containers to be released but will retain its rights to seek refunds from the vessel operator/terminal. Carrier reserves its possessory lien rights to be paid these amounts before releasing these cargos in subject containers to shipper. In this event, Carrier may opt, at its sole



discretion, to seek refunds from the vessel operator/terminal, which refunds will be returned to shipper to the extent that Shipper has paid those sums to Carrier.

- E. Carrier shall charge an administrative fee of \$100.00 on a per invoice basis for receiving, reviewing, and responding to demurrage, storage, and detention charges which it passes on to its shippers from ocean common carriers, terminals, and/or railroads.

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**Rule 3: Rate Applicability Rule**

The rules and charges applicable to a given shipment must be those in an NRA and in effect when the cargo is received by the ocean carrier or its agent (including originating carriers in the case of NRAs for through transportation). A shipment shall not be considered as “received” until the full bill of lading quantity has been received.

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EXPIRE DATE: NONE

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**Rule 4: Heavy Lift**

Any Heavy Lift charges assessed shall be identified in each individual NRA and shall apply to the account of the cargo.

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PUBLISHED: 18JUN2024

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**Rule 5: Extra Length**

Any Extra Length charges assessed shall be identified in each individual NRA and shall apply to the account of the cargo.

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**Rule 6: Minimum Bill of Lading Charges**

Any applicable bill of lading charge shall be for the account of the cargo and shall be included in the individual NRA, if any.

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**Rule 7: Payment of Freight Charges****A. CURRENCY**

1. Rules and charges are quoted in U.S. Currency and have been determined with due consideration to the relationship of U.S. currency to other currencies involved. In the event of any material change in this relationship, carrier reserves the right, upon publications in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, to adjust the NRAs and charges as required.

**B. PAYMENT IN U.S. DOLLARS**

1. Except as otherwise provided, freight and charges shall be prepaid in the United States in US currency.

**C. METHODS OF PAYMENT**

1. Payment for freight or charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft acceptable by carrier's bank for immediate credit without charges.

**D. PREPAID FREIGHT**

1. When freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Ocean Bill of Lading by the carrier to the shipper or its duly authorized licensed Freight Forwarder or Agent acting on its behalf.
2. When freight and charges are billed prepaid, they shall be paid in U.S. dollars.

**E. FREIGHT COLLECT**

1. All freight and charges which are billed on a freight collect basis must be paid in full in U.S. Dollars, or in a currency acceptable to the carrier provided such currency shall be unblocked, freely convertible and freely remittable free of tax into U.S. Dollars, for the complete originally issued Bill of Lading quantity prior to release of cargo or any portion thereof.

**F. CURRENCY CONVERTIBILITY.**

1. Conversion Provisions:
  - a. In addition to the United States Dollars, freight monies and charges may be billed and paid in foreign currencies, provided they are freely convertible and remittable and free of tax.

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**Rule 8: Bill of Lading Terms & Conditions****A. DEFINITIONS.**

1. The term "Vessel" means the intended Ocean Vessel named on the front hereof and any vessel, craft, lighter or other means of conveyance which is or shall be substituted in whole or in part by the Carrier and includes any other Vessels onto which Goods may be loaded for the purpose of

being transported thereon in furtherance of the carriage covered by this Bill of Lading or any part thereof.

2. The term "Carrier" means 5 Continent Alliance, LLC, acting as a non-vessel operating common carrier, as defined under the Shipping Act of 1984, 46 App. U.S.C. § 1702(17)(B) and OSRA 2022.
3. The term "Merchant" means any Person who at any time, in relation to the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a Factor.
4. The term "Container" includes container, flat, pallet and any other receptacle for Goods (excluding a ship, a rail or road vehicle or an aircraft but including a trailer towed or intended to be towed by a road vehicle) supplied or intended to be supplied by or on behalf of the carrier or the carriage of cargo.
5. The term "Charges" includes freight, demurrage, and all expenses and monetary obligations incurred and payable by the Merchant.
6. The term "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Merchant which is delivered and entrusted to Carrier, including palletized units and each container packed and sealed by the Merchant or on its behalf, although the Merchant may have furnished a description of the contents of such sealed container(s) on this bill of lading.
7. The term "Place of Receipt", "Intended Port of Loading", "Intended Port of Discharge" and "Intended Place of Delivery", means respectively the place of receipt, port of loading (ocean vessel), port of discharge (ocean vessel) and place of delivery nominated on the front hereof.
8. The term "Good" means the whole or any part of the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well.

B. CLAUSE PARAMOUNT.

1. To and from non-United States Ports. As far as this Bill of Lading covers the Carriage of Goods by sea to and from non-United States ports, the Contract evidenced in this Bill of Lading shall have effect subject to the Hague-Visby Rules if and as enacted in the country of shipment and any legislation making those Rules compulsorily applicable to this Bill of Lading shall be deemed incorporated herein and made part of this Bill of Lading contract. When no such enactment is in force in the country of shipment, the Hague-Visby Rules will apply. The Hague-Visby Rules shall also govern throughout the entire period of Carrier responsibility as defined in Section 4 hereof. The Hague-Visby Rules shall also 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.
2. To or From United States Ports. If the Carriage called for in this Bill of Lading is a shipment to or from the United States, the liability of the Carrier shall be exclusively determined pursuant to the Carriage of Goods by Sea Act ("COGSA"); the Pomerene Act [49 U.S.C. §80101 et. seq.] for both export and import cargo moving to/from the United States; and Article 7-301 of the Uniform Commercial Code. The provisions cited in the Hague Rules and COGSA shall govern throughout the entire period of Carrier responsibility as defined in Section 4 hereof.
3. Other Applicable Laws. 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 limitation of and exclusions from 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 or sections 4281 to 4287, inclusive, of the Harter Act of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessel on which the Goods are carried.

4. Government Filings. Carrier's liability with respect to its undertaking to file or submit any information, in any format, to any government regulatory agency, organization or similar entity on Merchant's behalf and written authorization, whether in conjunction with the Bill of Lading or the Carriage contemplated herein, shall be governed by Carrier's General Trading Terms and Conditions of Service, as amended, available on the Carrier's website.

C. LIMITATION OF LIABILITY.

1. Insofar as loss of or damage to or in connection with the Goods is caused during the period of Carrier's responsibility as set forth in Section 4, such compensation shall be for the lesser of calculated as follows:
  - a. Where the Hague-Visby Rules apply hereunder by national law by virtue of clause 2, the Carrier's liability shall in no event exceed the higher of 666.67 Special Drawing Rights ("SDR") per Package or 2 SDR per kilogram.
  - b. Where Carriage includes Carriage to, from or through a port in the United States of America and US COGSA applies by virtue of clauses 2, Carrier shall not in any event be or become liable in an amount exceeding US\$500 per Package or customary freight unit.
  - c. IF NO LIMITATION AMOUNT IS APPLICABLE UNDER ANY OF THE ABOVE RULES OR LEGISLATION, THE LIMITATION SHALL BE THE LIMITATION SET FORTH UNDER OTHERWISE MANDATORILY APPLICABLE LAW WHICH CANNOT BE WAIVED, OR IF NO SUCH LIMITATION EXISTS UNDER ANY SUCH LAW, THEN US \$.50 per pound per Package.
  - d. In no event will Carrier's total liability for loss, damage or destruction to Goods exceed the cost to repair or replace the Goods.
  - e. Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use. Carrier's sole liability with respect to delay, if any, shall be to the extent that unreasonable delay causes direct loss or damage to the Goods.
  - f. Carrier shall not be liable for any loss or damage arising from: (1) an act or omission of Merchant or person acting on behalf of Merchant; (2) compliance with the instructions of any person authorized to give them; (3) inherent vice of the Goods, or concealed damage to or shortage of Goods; (4) insufficient or defective packaging of Goods which are liable to damage when not properly packed; (5) inadequacy of numbers or marks on the Goods; (6) fire, except where caused by the actual fault or privity of Carrier; and (7) any cause or event which Carrier could not avoid and the consequences of which it could not prevent by the exercise of due diligence. Carrier is subrogated to all rights of Merchant against all others once Carrier has paid Merchant any claim.
  - g. The Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage, nor for any consequence of delay. 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.

D. CARRIER'S RESPONSIBILITY.

1. PORT TO PORT SHIPMENT: Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge. Notwithstanding the above where the Space(s) entitled "Place of Receipt" and/or "Place of Delivery" on the face hereof are completed, and the contract contained in or evidenced by this Bill of Lading is for through transportation from and/or to the place(s) so named, then Carrier will be deemed to be providing "Combined Transport" and the Carrier's responsibility shall then commence at the time when the Goods are delivered at the Place of Receipt so named (if any) and/or terminate when the Goods are delivered at the Place of Delivery so named (if any). The Merchant appoints the Carrier as its 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 other on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

2. **COMBINED TRANSPORT:** With respect to Combined Transport, if, for any reason, it is adjudged that the Carrier was not acting as the Merchant's agent and that Carrier is independently liable to Merchant, then in addition to the defenses and limitation of liability permitted to the Carrier by law and by this bill of lading, the Carrier shall also have the benefit of all defenses and liability limitations available to third parties engaged in the storage, transportation, or handling of Goods as set forth in applicable law and by the terms of its or their contracts, terms of service tariffs, etc. all of which shall be deemed incorporated in this bill of lading, as applicable. Where it is not clear at what point loss of or damage to Goods occurred, there will be a presumption that loss or damage occurred during transport by ocean.
  3. **AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT:** The Carrier's liability may be increased to higher value by a declaration in writing of the value of the Goods by the Merchant 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 Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
  4. **RUST, ETC.:** 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 and 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. Merchant acknowledges and exposure to water and elements is unavoidable and in no event will Carrier be liable for any damage or change in condition arising from or related to exposure to elements, moisture, temperature or humidity.
  5. **NOTICE OF LOSS OR DAMAGE:** The Carrier shall be deemed prima facie 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 or damage is not apparent within three consecutive days thereafter.
- E. **REFRIGERATED CARGO.** Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, derangement, breakdown, or stoppage of the refrigeration ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or Container. Merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In the case of a temperature-controlled Container stuffed by or on behalf of the Merchant, Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for packing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.
- F. **CARGO STOWED IN CONTAINERS BY MERCHANTS.** The Carrier shall not be responsible for the safe and proper stowing of cargo in containers if such containers are loaded with cargo by Merchant, consolidator or inland carrier, and no responsibility shall attach to the Carrier for any loss or damage caused to contents by shifting, overloading or improper packing of the container. Containers loaded by the Merchant, or their agent shall be properly sealed and the seal identification reference, as well as the container reference, shall be shown herein. The merchant, consolidator or inland carrier shall

inspect containers before loading them and loading of the containers shall be prima facie evidence that the containers were sound and suitable for use. 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. The Carrier will not be liable in any event for the particulars furnished by the Merchant as shown on the face of this Bill of Lading. This Bill of Lading is a receipt only for the number of containers, packages or pieces as shown on the face of this Bill of Lading. The Carrier has counted only the number of containers (If container received already loaded) or the number of packages or pieces (if the Carrier has loaded the container) and under no circumstances shall the Bill of Lading be prima facie evidence of the marks, quantity, weight, description, measurement, and other particulars furnished by the Merchant. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact. 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 following matters: loss or damage caused by the manner in which the Container has been stuffed; loss or damage caused by the unsuitability of the Goods for Carriage in Containers; loss or damage caused by the unsuitability or defective conditions of the Container, provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed; and loss or damage if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

G. OPTIONS OF THE CARRIER:

1. SUBCONTRACTING: The Carrier shall be entitled to subcontract on any terms the whole or any part of the handling, storage or carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant shall defend, indemnify and hold harmless the Carrier against any claims, which may be made upon the Carrier by any servant, agent or subcontractor of the Carrier in relation to the claim against any such person made by the Merchant. Every such servant, agent and subcontractor shall be entitled to the same rights, exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Bill of Lading, tariff or statute, to which Carrier is entitled and for the benefit of the Carrier as if such provisions were expressly for their benefit. The above shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and crew of the vessel and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators, and agents) and the employees of each of them.
2. ROUTE AND TRAN-SHIPMENT: The Carrier may at any time and without notice to the Merchant, use any means of transport or storage in any reasonable manner and by any reasonable means, methods and routes, including but not limited to, inland carriage by truck, rail and/or air; load or carry the Goods on any vessel, whether named on the front hereof or not; transfer the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in Carrier's discretion (whether or not the nearest, direct, customary, advertised, or published route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government, authority, or any Person or body acting or purporting to act as or on behalf of such government or authority, or having under the terms of the insurance on the conveyance employed by the Carrier, the right to give orders or directions; permit the vessel to proceed with or without pilots, save or attempt to save life or property, adjust navigational instruments, make trial trips, go

to repair yards, shift berths, take in fuel or stores, embark or disembark any persons to tow or be towed, or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores, and sail armed or unarmed. These liberties may be invoked by the Carrier (without notice to the Merchant), either with or without the goods on board, for any purposes whatsoever, whether or not connected with the Carriage of the Goods. Any act involving delays resulting from such activities shall not be deemed a deviation of whatsoever nature or degree.

3. CONDITIONS AFFECTING PERFORMANCE:

- a. Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery. If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind including strike and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to:
  - i. treats the performance of this contract as terminated, abandon the Carriage of the Goods and place the goods, or any part of them, at Merchant's disposal at any place which the Carrier shall deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease; or
  - ii. continue the Carriage and deliver the goods at the place of delivery. In any event, Carrier shall be entitled to full freight for any goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.
- b. If, after storage, discharge, or any actions taken above, Carrier makes arrangements to store and/or forward the goods, it is agreed that Carrier shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency. Merchant shall reimburse Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to sub-part 7C(1), including delay or expense to the Ship, and Carrier shall have a lien upon the goods to that extent.
- c. The situations referred to in sub-part 7C(1) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances, closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the goods, epidemics or diseases, bad weather, shallow water, ice, landslide, or other obstacles in navigation or carriage.
- d. Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestion, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

4. VARIATION OF THE CONTRACT: Only Carrier's officers, directors, or agents with actual authority shall have power to waive, vary, alter, or modify any terms herein. Any changes must be agreed upon in writing signed by Carrier and Merchant.

5. STOWAGE IN CONTAINERS: Where the goods are not received by Carrier already in containers or the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality. Goods

may be stuffed by the Carrier and may be stuffed with other Goods. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

6. ON DECK STORAGE: Containers, whether goods therein be stowed by the Carrier or by the Merchant, and unit load machinery not containerized may be carried on or under deck without notice to the Merchants and if they are so carried, COGSA or the Hague Rules incorporated herein shall be applicable notwithstanding carriage on or under deck and the Goods and/or containers shall contribute in General Average whether carried on or under deck.
- H. GOVERNMENT DIRECTIONS, ETC. The Carrier, Master and Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise, howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of war risk insurance on the Vessel, the right to give such orders or directions shall be a fulfillment of the contract voyage. In addition to all other liberties herein, the Carrier shall have the right to withhold delivery of, reshipe to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods or permit inspection or other control in accordance with any direction, condition or agreement imposed upon or extracted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances, the Goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the cargo owner or consignee and shall be a lien on the goods.
- I. MERCHANTS RESPONSIBILITY.
  1. Merchants and their agents shall be jointly and severally liable to carrier for any loss or damage to containers or Goods while in their possession or the possession of their agents. The Carrier shall not in any event be liable for any loss, delay, damage or injury to the Goods, or to other property or to any persons arising out of the use or handling of Carrier's containers by Merchant or their agent.
  2. If the Container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the Container meets all ISO and/or other international safety standards and is fit in all respects for Carriage by the Carrier.
  3. Merchant warrants that:
    - a. it is either the owner of the Goods or the authorized agent of the owner of the Goods described on the face hereof and further warrants that it is authorized to accept and is accepting these conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the Goods;
    - b. the description and particulars of any Goods furnished by or on behalf of the Merchant are complete, timely and accurate, and do not contain any irregularities;
    - c. all Goods have been properly and sufficiently prepared, packed, stowed, labeled, sealed, identified and/or marked and that the preparation, packing, stowage, labeling and marking are appropriate to any operations or transactions affecting the goods and characteristics of the goods;
    - d. the Goods do not comprise or contain any explosive, incendiary or other device, substance or weapon which may endanger life or the safety of a vessel, vehicle or other transport conveyance to be used in connection with the carriage of the Goods or which may cause or may be likely to cause loss, damage, injury to or death of any person or property;
    - e. unless agreed to by Carrier in advance, the Goods do not comprise or contain any dangerous or hazardous materials within the meaning of the International Maritime Dangerous Goods Code, the Hazardous Material Regulations of the U.S. Department of Transportation, Perishable Cargo Regulations, Temperature Control Regulations or other relevant national law, each as revised from time to time (collectively the "Dangerous Goods Regulations") and the



Merchant will not tender such goods to the Carrier for carriage and/or attendant services without obtaining the Carrier's prior written consent. Where such consent is granted the Merchant warrants that all such goods are packed, labeled and specified and otherwise meet all the requirements and provisions of the Dangerous Goods Regulations and Merchant acknowledges and agrees that Carrier shall have no obligation to comply with any special handling instructions unless expressly agreed to by Carrier in writing prior to pick-up of the cargo; and

- f. it is in compliance with all applicable laws and government rules and regulations related in any way to the transport of its goods, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, the U.S. Anti-Boycott regulations, the various U.S. economic sanctions programs administered by the U.S. Treasury's Office of Foreign Assets Control and any applicable laws or regulations of any country to, from, through or over which goods may be carried.
  - g. THE MERCHANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FROM AND AGAINST, AND SHALL PAY AND REIMBURSE CARRIER FOR, ANY AND ALL LIABILITIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES INCURRED OR OCCASIONED BY (i) A BREACH BY THE MERCHANT OF ANY OF THE WARRANTIES CONTAINED HEREIN; (ii) THE FAILURE OF THE MERCHANT TO COMPLY WITH THESE PROVISIONS; (iii) RELIANCE ON OR COMPLIANCE WITH INFORMATION OR INSTRUCTIONS PROVIDED BY OR ON BEHALF OF MERCHANT; (iv) SHIPPER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (v) ANY LOSS OR DAMAGE TO ANY CARRIER ARRANGED CONTAINER USED BY OR ON BEHALF OF SHIPPER; (vi) ANY GENERAL AVERAGE CLAIMS OR (vii) A PARTY, SEEKING TO IMPOSE LIABILITY IN EXCESS OF ANY LIABILITY EXPRESSLY ASSUMED BY CARRIER HEREIN OR IN EXCESS OF ANY LIMITATION OF LIABILITY TO WHICH CARRIER IS ENTITLED HEREUNDER
- J. **FORCE MAJEURE.** Carrier shall not be liable for failure to perform, loss, damage, delay or monetary loss of any type caused by: Acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; civil commotions; acts or omissions of customs or quarantine officials; the nature and inherent vice of the freight or any defects thereof; public enemies; hazards incident to a state of war; acts of terrorism; any other matters beyond Carrier's reasonable control, or by acts, defaults or omissions of Merchant or consignee for failure to observe the terms and conditions of this Bill of Lading, including but not limited to improper packaging, classifying, marking, labeling or providing incomplete/inaccurate shipping instructions, and failure by Merchant to observe these conditions.
- K. **FREIGHT AND CHARGES.**
- 1. Pre-paid freight, whether actually paid or not, shall be earned upon receipt. Payment shall be in full and in cash without any offset, counterclaim, deduction or stay of execution, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 12% shall run from the date when freight and charges are due. If the services of a freight forwarder are used for this transportation, those services shall be deemed to be performed as agent of Merchant and payment of freight to the freight forwarder is not payment to Carrier. Full freight shall be paid on damaged or unsound goods. In any referral for collection or action against Merchant for monies due to Carrier, upon recovery by Carrier, Merchant shall pay the expenses of collection and litigation, including reasonable attorneys' fees.
  - 2. The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing on board and expenses incurred in repairing damage to and replacing of packaging due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.
  - 3. Any dues, duties, taxes and charges, which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the Vessel shall be paid by the Merchant.
  - 4. The Carrier shall be entitled to all freight and other Charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether

the vessel and/or goods be lost or not, or the voyage be broken up, or frustrated, or abandoned at any stage of the entire transit period or whether Merchant has already made payment to the freight forwarder.

5. The Merchant shall be jointly and severally liable for all, and indemnify the Carrier against all dues, duties, fines, taxes and Charges, including consular fees levied on the goods or all fines and/or losses sustained or incurred by the Carrier in connection with the goods however caused, including the procedure consular, board of health, or other certification to accompany the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government.
6. The Carrier is entitled, and Merchant is liable, in case of incorrect declaration of contents, weight, measurements or value of the Goods, to claim double the correct amount of freight which would have been due if such declaration had been correctly given. For the purposes of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified. Merchant will also be liable for the expenses incurred in determining and ascertaining the correct details.
7. Merchants shall be jointly and severally liable to Carrier for any and all costs imposed by any third party including, but not limited to, costs related to use or storage of any container or chassis (including, but not limited to, charges for demurrage, detention, general order, advances and any and all costs associated with the abandonment of the freight, compliance with demands for stoppage in transit, storage costs, or a refusal of the consignee to make delivery whether or not the front of this bill of lading has been marked "prepaid " or "collect ").
8. Merchant authorizes the Carrier to pay and/or incur all such Charges and expenses and to do any matters mentioned above at the expense of and as agent for the Merchant, to engage other Persons to regain possession of the Goods, and to do all things deemed advisable to the Carrier for payment of all Freight and Charges and for the performance of the obligation of each of them hereunder.
- L. GENERAL AVERAGE. General Average shall be adjusted in accordance with the rules of the transporting steamship line. The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.
- M. LIEN. The Carrier shall have a general lien on all property (and documents relating thereto) of Merchant, in its possession, custody or control or en route, for all claims for Charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant and for amounts otherwise owed by Merchant hereunder. The Carrier shall also have a general and continuing lien on any and all Goods of Merchant coming into Carrier's actual or constructive possession or control for monies owed to the Carrier with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both.
- N. WAREHOUSING. If Carrier is unable to deliver Goods, including if the consignor exercises stoppage in transit rights, or if the consignee rejects delivery, Carrier may place the Goods in storage in a warehouse for the account of Merchant and authorizes Carrier to do so, as the agent of Merchant.
- O. LAW AND JURISDICTION. Any claim or dispute arising under this Bill of Lading shall be determined exclusively according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the United States District Court for the Southern District of New York, which shall have exclusive jurisdiction. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriers, including such carriers' forum selection and limits of liability. Carrier reserves the right to bring suit against the Merchant for the collection of freight or other charges in any venue having jurisdiction over Merchant.
- P. BOTH-TO-BLAME COLLISION CLAUSE. If the vessel carrying the Goods (the carrying vessel) collides with any other vessel or object (the non-carrying vessel or object) due to the negligence of the non-carrying vessel or object, or their owner(s), charterer(s), or Person(s) responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify, and hold harmless the Carrier against all claims, liability, costs, attorneys' fees, and other expense arising therefrom, in respect of any loss, damage, or claim whatsoever of the non-carrying vessel or object.

- Q. NOTICE OF CLAIM AND TIME BAR. Written notice of claims for loss of or damage to the Goods occurring or presumed to have occurred while in the custody or control of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by the Carrier. If such loss or damage is not apparent, Carrier must be given written notice within three (3) days of delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought in the United States District Court for the Southern District of New York within twelve (12) months after delivery of the Goods, or the date when the Goods should have been delivered, unless such time bar is contrary to any compulsorily applicable international convention or law, which shall apply.
- R. CARRIER'S TARIFF(S) AND TERMS AND CONDITIONS OF SERVICE. The goods carried under this Bill of Lading are also subject to all the terms and conditions of the Carrier's tariff(s) pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage, and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of the Carrier's tariff(s) may be obtained from Carrier or its agents upon request or from the governmental body with whom the tariff has been published. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail.
- S. SEVERABILITY. If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby, and this Bill of Lading contract shall be carried out as is such invalid or unenforceable provisions were not contained herein.
- T. SURRENDER AND NEGOTIABILITY OF BILL OF LADING. 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 in due course shall be entitled to receive or to transfer the Goods herein described. If required by the Carrier, the Bill of Lading, duly endorsed, must be surrendered to the agent of the Carrier at the port of discharge, in exchange for delivery order. This Bill of Lading shall be prima facie evidence of the Carrier's receipt 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.
- U. INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA (SOLAS). Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo. Merchant agrees that Carrier is entitled to rely on the accuracy of such weights and to endorse same as Carrier's own certified weight to the steamship line carrying the cargo.
- V. ALTERATIONS AND ADDITIONS. Any alteration, addition, or erasure in this Bill of Lading made without the special notation of Carrier will be without effect, and this Bill of Lading will be enforceable according to its original tenor.

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**TARIFF RULE INFORMATION**

FMC ORG. NO. 033713

5 CONTINENT ALLIANCE, LLC

NRA RULES TARIFF NO. 001 – BETWEEN (US AND WORLD)

AMENDMENT NO. O

EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 9: Freight Forwarder Compensation**

Carrier may from time-to-time pay forwarding compensation as negotiated in each individual NRA on the applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, as specified in each individual NRA.

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**Rule 10:                    Surcharges, Assessorial and Arbitraries**

Ocean carriers whose vessels will be traveling through designated Emission Control Areas (ECA), which may also be designated as China's Emission Control Areas, or by other designations, will be required to use fuel with sulfur content of 0.1% or less, a substantial decrease from the 1.0% concentration fuel currently used in maritime shipping. These areas include the Baltic Sea, English Channel, North Sea, and 200 nautical miles off the U.S. and Canadian coasts, and all cargoes originating from Europe destined to all ports in China, including Hong Kong, and Taiwan (including inland destinations). The surcharge may be termed differently by ocean carriers but the main ingredient in common is that the surcharges are related to the increased price of bunker fuels surcharges. Carrier will be passing these charges to shippers pursuant to this Rule, and if a Negotiated Rate Arrangement has been utilized, these surcharges shall be passed on to shippers pursuant to 46 C.F.R. §532.5 (d) (2)(ii).

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

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**Rule 11:                    Minimum Quantity Rates**

Carrier may charge minimum quantity rates as specified in each individual NRA.

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**Rule 12:                    Ad Valorem Rates**

1. The liability of the Carrier as to the value of shipments shall be determined in accordance with the Carrier's Bill of Lading Terms & Conditions found in Rule 8.
2. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated NRAs applying to the commodities shipped.
3. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500, the Ad Valorem rate, 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 NRA.

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AMENDMENT NO. O

EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 13: Transshipments**

Transshipments are allowed pursuant to the Carrier's Bill of Lading Terms & Conditions found in Rule 8.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 14: Co-Loading in Foreign Commerce**

**A. DEFINITION**

1. The term "Co-Loading" means the combining of cargo by two or more NVOCCs for tendering to an ocean common carrier under the name of one or more of the NVOCCs (pursuant to 46 CFR § 520.2).

**B. TERMS.**

1. The Carrier from time-to-time tenders' cargo for co-loading.
2. The Carrier may enter into carrier-to-shipper relationships for the co-loading of cargo with the following NVOCCs from time to time:
3. If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
4. A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.
5. In case of co-loading, under a shipper-to-carrier relationship, Carrier shall notify shipper of such co-loading action and shall annotate each Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Such annotation shall be shown on the face of the applicable Bill of Lading issued by Carrier.
6. If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

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AMENDMENT NO. O

EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 15: Reserved for Future Use**

Rule 15 reserved for future use.

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**Rule 16: Hazardous Cargo**

- A. Except as otherwise provided below, hazardous, explosive, flammable or dangerous cargo, as defined in the publications named below, will be accepted by the Carrier for transportation under the rules, charges and rates named in NRAs governed by this Tariff:
1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier.
  2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities.
  3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
  4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier cannot provide or obtain safe and suitable terminal space or stowage. Further, Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is not in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.
  5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
  6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:
    - a. Classes A and B Explosives, and
    - b. Radioactive Substances (IMCO Class No. 7).
  7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation MUST be packed, labeled, placarded, marked, stowed, and secured (when in containers) and delivered in strict accordance with:
    - a. U.S. Coast Guard Regulations (46 CFR §§146-179).
    - b. U.S. Department of Transportation Regulations (49 CFR §§170-179).
    - c. the International Maritime Dangerous Goods Code (IMCO published by the Inter-Governmental Maritime Consultative Organization).
    - d. All rules and regulations promulgated by applicable local, municipal, state, or foreign governments or authorities,
    - e. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt.
    - f. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.
  8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:

- a. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials.
  - b. The hazardous class, IMCO Code Number and UN Number (if any).
  - c. The flash point or flash point range (when applicable).
  - d. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required).
  - e. Identification of the type of packaging (e.g., drums, cylinders, barrels, etc.).
  - f. The number of pieces of each type of package.
  - g. The gross weight of each type of package or the individual gross weight of each package.
  - h. The Harmonized Code, SITC or BTN number of the commodity.
  - i. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.
9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, **MUST** be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to assure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to assure that all pieces, packages, and units in the shipment are clearly and properly marked with the required labels and placards.
10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines, or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.
12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

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**TARIFF RULE INFORMATION****FMC ORG. NO. 033713****5 CONTINENT ALLIANCE, LLC****NRA RULES TARIFF NO. 001 – BETWEEN (US AND WORLD)****AMENDMENT NO. O****EFFECTIVE: 18JUN2024****EXPIRE DATE: NONE****PUBLISHED: 18JUN2024**

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**Rule 16-A: Ocean Carriers Hazardous Cargo Penalties**

Ocean carriers are imposing substantial penalties regarding the following acts with respect to the transportation of hazardous cargo commencing after full container gate-in at origin until delivered to the consignee at destination:

1. Mis-declaring hazardous cargo for any reason;
2. Not declaring hazardous cargo;

3. Booking and declaring a commodity is "Non-Hazardous cargo" while commodity identified is 'Hazardous cargo';
4. Booking and declaring commodity is Hazardous cargo with incorrect IMO Class or UN No.;
5. Informing ocean carrier to amend cargo property, from dry cargo to hazardous cargo;
6. Informing ocean carrier to modify or add IMO/UN No.;
7. Identification from the Maritime Safety Administration of China, or any other governmental department authority to confirm the mis-declaration;
8. Amendment of commodity character or IMO/UN No. on booking information, shipping instructions and bills of lading; and
9. Untimely, incorrect, and incomplete commodity and cargo property declarations made to Carrier or any other acts, statements, omissions by shipper upon which Carrier relied which results in any penalty to Carrier by ocean carriers for the matters identified directly or impliedly in this Rule are shipper's liability.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 17: Safety of Life at Sea SOLAS Regulations**

We understand that the SOLAS requirements (Chapter VI Regulation 2, at: <https://wwwcdn.imo.org/localresources/en/OurWork/Safety/Documents/MSC.1%20Circ.1475.pdf>) require the packed containers' true and accurate Verified Gross Mass (VGM) to be submitted prior to stowage aboard a vessel. Non-compliance herewith will bar the vessel operator from loading a packed container onto the intended vessel. Shipper undertakes that the information provided to the Carrier is true and accurate for compliance with SOLAS requirements. Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo. Merchant agrees that Carrier is entitled to rely on the accuracy of such weights and to endorse same as Carrier's own certified weight to the steamship line carrying the cargo.

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EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 18: Returned Cargo in Foreign Commerce**

Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government or for any other reason whatsoever.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 19: Shippers Requests in Foreign Commerce**

Shipper or Consignee requests or complaints (including request for adjustment in NRAs, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page and/or Tariff Record.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 20: Overcharge Claims**

- A. BILL OF LADING COMMODITY DESCRIPTION. Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the NRA to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.
- B. OVERCHARGES. For purpose of uniformity in handling claims for excess measurements, refunds will only be made as follows:
1. Where an error has been made by the dock in calculation of measurements.
  2. Against re-measurement at port of loading prior to vessel's departure.
  3. Against re-measurement by vessel's agent at destination.
  4. By joint re-measurement of vessel's agent and consignee.
  5. By re-measurement of a marine surveyor when requested by vessel's agent
  6. Re-measurement fees and cable expenses in all cases to be paid by party at fault.

NOTE: In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. Any 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, within three years of the date of cause of action occurs.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 21: Use of Carrier Equipment**

Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs), the VOCC, either directly or via the carrier, provisions and charges will be for the account of the cargo.

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EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 22:                    Automobile Rates in Domestic Offshore Commerce**

Not applicable.

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EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 23:                    Carrier Terminal Rules and Charges**

Carrier does not operate terminals at origin or destination. Except as otherwise provided in the individual NRA, all shipments that are subject to origin, destination, terminal, local or foreign charges shall be for the account of the cargo.

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EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 23-01:                Destination Terminal Handling Charges (DTHC)**

In destination countries where DTHCs are required to be prepaid, Carrier shall require the same prior to shipment.

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EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 24:                    NVOCCs in Foreign Commerce: Bonds and Agents**

**A. BONDING OF NVOCC**

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.
2. Bond No. TCS26014
3. Issued By: Hudson Insurance Company

**B. AGENT FOR SERVICE OF PROCESS**

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is 5 Continent Alliance, LLC, 119 Willow Road, East Kingston, NH 03827.

2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
3. Service of administrative process, other than subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 25: Certification of Shipper Status in Foreign Commerce**

If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC. A copy of the tariff rule published by the NVOCC and in effect under 46 CFR §§ 520, 531 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 26: Reserved for Future Use**

Reserved for future use.

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**TARIFF RULE INFORMATION**

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 27: Reserved for Future Use**

Rule 27 reserved for future use.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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## Rule 28: Definitions

Unless otherwise stated, the following terms, as used in this NRA Rules Tariff No. 001, shall have the meanings provided below:

1. The term **"CARRIER"** means 5 Continent Alliance, LLC.
2. The terms **"CONSIGNOR," "CONSIGNEE,"** or **"SHIPPER"** include the authorized representatives or agents of such "consignor," "consignee," or "shipper."
3. The term **"CONTAINER FREIGHT STATION" (CFS)** - (Service Code S) means:
  - a. At Origin: the location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.
  - b. At Destination: the location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.
4. The term **"CONTAINER LOAD" (CL)** means all cargo tendered to carrier in shipper-loaded containers.
5. The term **"CONTAINER YARD" (CY)** (Service Code Y) means the location where carrier receives or delivers cargo in containers.
6. The term **"CONTROLLED TEMPERATURE"** means the maintenance of a specific temperature or range of temperatures in carrier's trailers.
7. The term **"DRY CARGO"** means cargo other than that requiring temperature control.
8. The term **"IN PACKAGES"** shall include any shipping form other than "in bulk," "loose," "in glass or earthenware, not further packed in other containers" or "skids."
9. The term **"KNOCKED DOWN" (KD)** means that an article must be taken apart, folded, or telescoped in such a manner as to reduce its bulk at least 33.3 percent from its normal shipping cubage when set up or assembled.
10. The term **"KNOCKED DOWN FLAT" (KDF)** means that an article must be taken apart, folded, or telescoped in such a manner as to reduce its bulk at least 66 2/3 percent from its normal shipping cubage when set up or assembled.
11. The term **"LESS THAN CONTAINER LOAD" (LTL)** means all cargo tendered to carrier not in shipper-loaded/stuffed containers.
12. The terms **"LOADING"** or **"UNLOADING"** means the physical placing of cargo into or the physical removal of cargo from containers.
13. The term **"MIXED SHIPMENT"** means a shipment consisting of articles described in and rated under two or more NRAs.
14. The term **"MOTOR CARRIER"** means U.S. Motor Carrier or Motor Carriers.
15. The term **"NVOCC SERVICE ARRANGEMENT" (NSA)** means a written contract, other than a bill of lading or receipt, between one or more NSA shippers and an individual NVOCC or two or more affiliated NVOCCs, in which the NSA shipper makes a commitment to provide a certain minimum quantity or portion of its cargo or freight revenue over a fixed time-period, and the NVOCC commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.
16. The term **"NSA SHIPPER"** means a cargo owner, the person for whose account the ocean transportation is provided, the person to whom delivery is to be made, a shippers' association, or an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C. 40102(16)), that accepts responsibility for payment of all applicable charges under the NSA.
17. The term **"NEGOTIATED RATE ARRANGEMENT" (NRA)** means the written and binding arrangement between an NRA shipper and 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 (originating carrier in the case of through Transportation).
18. The term **"NESTED"** means that three or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one third of its height.

19. The term **"NESTED SOLID"** means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-half inch.
20. The term **"ONE COMMODITY"** means any or all the articles described in any one NRA.
21. The term **"PACKING"** covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.
22. The term **"PUBLISHING CARRIER"** means 5 Continent Alliance, LLC, a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC Organization Number 033713.
23. The term **"RAIL CARRIER"** means U.S. rail carrier or rail carriers.
24. The term **"SHIPMENT"** means a quantity of goods, tendered by one consignor on one bill of lading at one origin at one time in one or more containers for one consignee at one destination.
25. The terms **"STUFFING"** or **"UNSTUFFING"** means the physical placing of cargo into or the physical removal of cargo from carrier's containers.
26. The term **"UNPACKING"** includes the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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### **Rule 29: Abbreviations, Codes, and Symbols**

Unless otherwise stated, the following abbreviations, codes, or symbols, as used in this NRA Rules Tariff No. 001, shall have the meanings provided below:

- |  |  |   |
|--|--|---|
| 1. "Ad Val": Ad Valorem                | 24. "FAS": Free Alongside Ship               | 48. "Min": Minimum                              |
| 2. "AI": All Inclusive                 | 25. "FB": Flat Bed                           | 49. "MM": Millimeter                            |
| 3. "BF": Board Foot                    | 26. "FCL": Full Container Load               | 50. "MQC": Minimum Quantity Commitment          |
| 4. "B/L": Bill of Lading               | 27. "FEU": Forty Foot Equivalent Unit        | 51. "N/A": Not Applicable                       |
| 5. "BAF": Bunker Adjustment Factor     | 28. "FI": Free In                            | 52. "NRA": Negotiated Rate Arrangement          |
| 6. "BM": Board Measurement             | 29. "FIO": Free In and Out                   | 53. "NSA": NVOCC Service Agreement              |
| 7. "C": Change in tariff item          | 30. "FO": Free Out                           | 54. "NHZ": Non-hazardous                        |
| 8. "CAF": Currency Adjustment Factor   | 31. "FOB": Free On-Board                     | 55. "NOS": Not Otherwise Specified              |
| 9. "CBM", "CM", or "M3": Cubic Meter   | 32. "FMC": Federal Maritime Commission       | 56. "OT": Open-Top                              |
| 10. "CC": Cubic Centimeter             | 33. "FR": Flat Rack                          | 57. "P": Pier                                   |
| 11. "CFS": Container Freight Station   | 34. "Ft": Foot/Feet                          | 58. "Pkg": Package or Packages                  |
| 12. "CFT": Cubit Foot/Feet             | 35. "GOH": Garment On Hangar                 | 59. "PRC": People's Republic of China           |
| 13. "CLD": Chilled                     | 36. "H": House                               | 60. "PRVI": Puerto Rico and U.S. Virgin Islands |
| 14. "CM": Centimeter                   | 37. "HAZ": Hazardous                         | 61. "R": Reduction                              |
| 15. "CU": Cubic                        | 38. "I": New or Initial Tariff Matter        | 62. "RE": Reefer/Refrigerated                   |
| 16. "CWT": Cubic Weight                | 39. "K/D": Knocked Down                      | 63. "R/T": Revenue Ton                          |
| 17. "CY": Container Yard               | 40. "Kilos": Kilograms                       | 64. "RY": Rail Yard                             |
| 18. "D": Door                          | 41. "K/T": Kilo Ton                          | 65. "SL&C": Shipper's Load and Count            |
| 19. "DDC": Destination Delivery Charge | 42. "LCL" or "LTL": Less than Container Load | 66. "Sq. Ft.": Square Foot/Feet                 |
| 20. "E": Expiration                    | 43. "LS": Lumpsum                            | 67. "S/T": Short Ton (2000 lbs.)                |
| 21. "ET": Essential Terms              | 44. "L/T": Long Ton (2240 lbs.)              | 68. "SU" or "S/U": Set Up                       |
| 22. "Etc.": Et Cetera                  | 45. "M": Measure                             |   |
| 23. "FAK": Freight All Kings           | 46. "Max": Maximum                           |   |
|  | 47. "MBF" or "MBM": 1,000 Feet Board Measure |   |

69. "TEU": Twenty Foot Equivalent  
Unit  
70. "THC": Terminal Handling  
Charge  
71. "USA": United States of  
America

72. "USD": United States Dollars  
73. "VEN": Ventilated  
74. "VIZ": Namely  
75. "VOL": Volume  
76. "W": Weight

77. "W/M": Weight/Measure

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 30: Access to Tariff Information**

This NRA Rules Tariff is published online at 5 Continent Alliance, LLC's website. Please refer to the NRA Rules Tariff or NRA Rules Tariff Title Page for additional contact information.

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EFFECTIVE: 18JUN2024

EXPIRE DATE: NONE

PUBLISHED: 18JUN2024

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**Rule 31 to 200: Reserved for Future Use**

Rules 31 to 200 are reserved for future use.