

**FMC RULES TARIFF**

**PELORUS SHIPPING LINE LIMITED.**

**TARIFF NO. - 001**

**ORIGINAL TITLE PAGE**

**FMC Org. No. [\_\_\_\_\_]**

**Non-Vessel Operating Common Carrier**

**Effective Date: November 1, 2020**

**Published Date: October 27, 2020**

**Expiration Date: NONE**

## **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  
(AS SPECIFIED IN RULE 1)  
AND  
WORLD PORTS AND POINTS  
(AS SPECIFIED IN RULE 1-A)

Pelorus Shipping Line Limited is a foreign registered Non-Vessel Operating Carrier (NVOCC) registered with the Federal Maritime Commission and operating under FMC Organization No. [\_\_\_\_\_].

### 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 C.F.R. §520, 531 and 532. In that respect Carrier has opted for the use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangements ("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 Carrier 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 terms contained in the NRA writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date. Carrier's or Carrier's agent's receipt of cargo for the shipment constitutes final acceptance by Shipper or Consignee of the NRA offer, and the terms of the NRA shall bind the parties. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received by the NVOCC. For any pass-through charge for which a specific amount is not included in the NRA or the rules tariff, the NVOCC may invoice the shipper for charges the NVOCC incurs, with no markup.

The NRA may list the additional surcharges or assessorial charges, including pass-through charges, or reference specific surcharges or assessorial charges in the NVOCC's rules tariff.

PUBLISHED BY:  
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TARIFF DETAILS	
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ORGANIZATION INFORMATION:	
Number:	
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Trade Name:	N/A
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**RULE 1: APPLICATION OF TARIFF**

DATE POSTED: NOVEMBER 1, 2020  
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DATE RULE EXPIRES: NONE

Rules and regulations, provisions, terms and conditions named in this Tariff apply on general cargo transported between United States Atlantic, Gulf, Pacific and Great Lakes Ports, US Territories and Possessions, United States Inland Points, on the one hand, AND, on the other all Worldwide Ports and Points.

**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

**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

**GREAT LAKES BASE PORTS:**

Includes Chicago, IL

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**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**

DATE POSTED: NOVEMBER 1, 2020

DATE EFFECTIVE: NOVEMBER 1, 2020

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

AFGHANISTAN	EGYPT	LAOS	SAUDI ARABIA
ALBANIA	EL SALVADOR	LEBANON	SENEGAL
ALGERIA	EQUATORIAL GUINEA	LESOTHO	SEYCHELLES
AMERICAN SAMOA	ETHIOPIA	LIBERIA	SIERRA LEONE
ANDORRA	EUROPA ISLAND	LIBYA	SINGAPORE
ANGOLA	FALKLAND ISLANDS (ISLAS MALVIN	LIECHTENSTEIN	SOLOMON ISLANDS
ANGUILLA	FAROE ISLANDS	LUXEMBOURG	SOMALIA
ANTARCTICA	FEDERATED STATES OF MICRONESIA	MACAU	SOUTH AFRICA
ANTIGUA AND BARBUDA	FIJI	MADAGASCAR	SOUTH GEORGIA AND THE SOUTH SA
ARGENTINA	FINLAND	MALAWI	SPAIN
ARUBA	FRANCE	MALAYSIA	SPRATLY ISLANDS
ASHMORE AND CARTIER ISLANDS	FRENCH GUIANA	MALDIVES	SRI LANKA
AUSTRALIA	FRENCH POLYNESIA	MALI	ST HELENA
AUSTRIA	FRENCH SOUTHERN AND ANTARCTIC	MALTA	ST KITTS AND NEVIS
BAHAMAS THE	GABON	MAN ISLE OF	ST LUCIA
BAHRAIN	GAMBIA THE	MARSHALL ISLANDS	ST PIERRE AND MIQUELON

BAKER ISLAND	GAZA STRIP	MARTINIQUE	ST VINCENT AND THE GRENADINES
BANGLADESH	GERMANY	MAURITANIA	SUDAN
BARBADOS	GHANA	MAURITIUS	SURINAME
BASSAS DA INDIA	GIBRALTAR	MAYOTTE	SVALBARD
BELGIUM	GLORIOSO ISLANDS	MEXICO	SWAZILAND
BELIZE	GREECE	MIDWAY ISLANDS	SWEDEN
BENIN	GREENLAND	MONACO	SWITZERLAND
BERMUDA	GRENADA	MONGOLIA	SYRIA
BHUTAN	GUADELOUPE	MONTSERRAT	TAIWAN
BOLIVIA	GUAM	MOROCCO	TANZANIA UNITED REPUBLIC OF
BOTSWANA	GUATEMALA	MOZAMBIQUE	THAILAND
BOUVET ISLAND	GUERNSEY	NAMIBIA	TOGO
BRAZIL	GUINEA	NAURU	TOKELAU
BRITISH VIRGIN ISLANDS	GUINEA BISSAU	NAVASSA ISLAND	TONGA
BRUNEI	GUYANA	NEPAL	TRINIDAD AND TOBAGO
BULGARIA	HAITI	NETHERLANDS	TROMELIN ISLAND
BURKINA	HEARD ISLAND AND MCDONALD ISLA	NETHERLANDS ANTILLES	TRUST TERRITORY OF THE PACIFIC
BURMA	HONDURAS	NEW CALEDONIA	TUNISIA
BURUNDI	HONG KONG	NEW ZEALAND	TURKEY
CAMBODIA	HOWLAND ISLAND	NICARAGUA	TURKS AND CAICOS ISLANDS
CAMEROON	HUNGARY	NIGER	TUVALU
CANADA	ICELAND	NIGERIA	UGANDA
CAPE VERDE	INDIA	NIUE	UNION OF SOVIET SOCIALIST REPU
CAYMAN ISLANDS	INDONESIA	NORFOLK ISLAND	UNITED ARAB EMIRATES
CENTRAL AFRICAN REPUBLIC	IRAN	NORTHERN MARIANA ISLANDS	UNITED KINGDOM
CHAD	IRAQ	NORWAY	URUGUAY
CHILE	IRAQ SAUDI ARABIA NEUTRAL ZONE	OMAN	USA
CHINA	IRELAND	PAKISTAN	VANUATU
CHRISTMAS ISLAND	ISRAEL	PALMYRA ATOLL	VATICAN CITY
CLIPPERTON ISLAND	ITALY	PANAMA	VENEZUELA
COCOS (KEELING) ISLANDS	IVORY COAST	PAPUA NEW GUINEA	VIETNAM
COLOMBIA	JAMAICA	PARACEL ISLANDS	VIRGIN ISLANDS
COMOROS	JAN MAYEN	PARAGUAY	WAKE ISLAND
CONGO	JAPAN	PERU	WALLIS AND FUTUNA

COOK ISLANDS	JARVIS ISLAND	PHILIPPINES	WEST BANK
CORAL SEA ISLANDS	JERSEY	PITCAIRN ISLANDS	WESTERN SAHARA
COSTA RICA	JOHNSTON ATOLL	POLAND	WESTERN SAMOA
CUBA	JORDAN	PORTUGAL	YEMEN
CYPRUS	JUAN DE NOVA ISLAND	PUERTO RICO	YUGOSLAVIA
CZECHOSLOVAKIA	KENYA	QATAR	ZAIRE
DENMARK	KINGMAN REEF	REUNION	ZAMBIA
DJIBOUTI	KIRIBATI	ROMANIA	ZIMBABWE
DOMINICA	KOREA DEMOCRATIC PEOPLES REP	RWANDA	
DOMINICAN REPUBLIC	KOREA REPUBLIC OF	SAN MARINO	
ECUADOR	KUWAIT	SAO TOME AND PRINCIPE	

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**RULE 1-B INTERMODAL SERVICE**

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DATE RULE EXPIRES: NONE

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

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**RULE 1.5B: FORCE MAJEURE CLAUSE**

DATE EFFECTIVE: NOVEMBER 1, 2020  
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DATE RULE EXPIRES: NONE

Force Majeure Clause: Without prejudice to any rights or privileges of the Carrier under covering Bills of Lading, Dock Receipts, or Booking Contracts under applicable Provisions of law, in the event of war, 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 the conformity with Federal Maritime Regulations and the Shipping Act of 1984 (amended).

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**RULE 2: NOTICE TO TARIFF USERS**

DATE POSTED: NOVEMBER 1, 2020  
DATE EFFECTIVE: NOVEMBER 1, 2020  
DATE RULE EXPIRES: NONE

- a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520, 531 and 532. In that respect Carrier has opted for the use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangements ("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 Carrier or its agent or the originating carrier in the case of through transportation.

- b. Carrier's Rules are provided free of charge to Shipper and Consignee at [www.pelorusshippingline.com](http://www.pelorusshippingline.com) containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- c. Carrier may issue written quotations, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper must provide the Carrier with a signed agreement, or send carrier a written communication, including an email, indicating acceptance of the NRA terms, or book a shipment after receiving the NRA terms from the Carrier, if the Carrier 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 terms contained in the writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.
- d. The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received by the NVOCC.
- e. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

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**RULE 2A: APPLICATION OF NRAs AND CHARGES**

DATE POSTED: NOVEMBER 1, 2020  
DATE EFFECTIVE: NOVEMBER 1, 2020  
DATE RULE EXPIRES: NONE

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 and agreed. 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 will be shown as single-factor through NRAs. Unless otherwise agreed to, such NRAs shall be inclusive of



all charges pertinent to the transportation of cargo and not including Customs clearance or assessments except as provided.

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. (See item 16, re: Advanced Charges.)

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. Packages containing articles of more than one description shall be rated on the basis of the NRA provided for the highest rated articles contained therein.
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 the NRAs are based on the value of the commodity, such commodity value will be the Free On Board (F.O.B.) or Free Alongside Ship (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, natural disasters, 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.

Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

#### 11. TYPES OF SERVICE PROVIDED

CY/CY (Y/Y) - The term CY/CY means containers packed by Shipper 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.

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.

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.

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.

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 in this tariff.

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.

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.

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.

Ocean Port (O)

If applicable, Ocean Port rates may 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:

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.

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.

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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#### **RULE 2-010: PACKING REQUIREMENTS**

DATE POSTED: NOVEMBER 01, 2020

DATE EFFECTIVE: NOVEMBER 01, 2020

DATE RULE EXPIRES: NONE

1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless it is packed 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 Kilos, 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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#### **RULE 2-020: DIVERSION BY CARRIER**

DATE POSTED: NOVEMBER 01, 2020

DATE EFFECTIVE: NOVEMBER 01, 2020

DATE RULE EXPIRES: NONE

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 in 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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**RULE 2-030: MIXED COMMODITY RATES**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

When mixed shipments contain commodities subject to different rates named in an NRA governed by this Tariff, the separate rate applicable for each commodity will be assessed, subject to the highest minimum quantity provided for any commodity in the shipment.

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**RULE 2-040: CONTAINER CAPACITY**

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DATE RULE EXPIRES: NONE

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

NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in the various States of the U.S.A.

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**RULE 2-050: SHIPPER FURNISHED CONTAINERS**

DATE POSTED: NOVEMBER 01, 2020  
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DATE RULE EXPIRES: NONE

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

- A. 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.

- B. 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.
- C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.
- D. Shipper will be required by the carrier to submit documentary evidence of ownership or lease holder of the container offered for shipment.

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**RULE 2-060: MEASUREMENT AND WEIGHT**

DATE POSTED: NOVEMBER 01, 2020

DATE EFFECTIVE: NOVEMBER 01, 2020

DATE RULE EXPIRES: NONE

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.

1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.

2. **Rounding off- Dimensions**

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**

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**

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**

- A. 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.

- B. 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 were understated and/or mis-declared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

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**RULE 2-070: OVERWEIGHT CONTAINERS**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

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., merchant, 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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**RULE 2-080: SHIPPER'S LOAD AND COUNT**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

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

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: DIVERSION OF CARGO (BY SHIPPER OR CONSIGNEE)**

DATE POSTED: NOVEMBER 01, 2020

DATE EFFECTIVE: NOVEMBER 01, 2020

DATE RULE EXPIRES: NONE

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:

**A. Definition of Diversion:**

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.

**B. Conditions:**

1. 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.
2. 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.

3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. 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.
5. 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 US\$50/BL for cargo received and diversion requested prior to vessel departure, or US\$300/BL for cargo received and diversion requested post vessel departure, from origin port.
6. Diversion charges or administrative charge are payable by the party requesting the diversion.

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**RULE 2-100: SECURITY FEES**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

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

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**RULE 2-110: RESTRICTED ARTICLES**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

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

- (a) Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier
- (b) Cargo, which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo
- (c) Fireworks. Class A and B Explosives
- (d) Radioactive Materials
- (e)
- (f) Jewellery (precious and semiprecious jewellery), precious stones, and genuine pearls
- (g) Art objects, antiques, valuable work of arts, and other compared objects with special value
- (h) Bullion and other precious metals (e.g. gold)
- (i) Bonds, securities, negotiable documents, valuables, documents, certificates and similar



- (j) Live animals, birds, reptiles and live fish, incl. thorough bred horses
- (k)
- (l) Any form of legal currency, bank notes, coins, cash, cheques, and credit cards
- (m) Except as otherwise provided herein or in NRAs or NSAs 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.
- (n) 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.
- (o) 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)**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

Unless otherwise provided herein, any item described as "Freight All Kinds" shall consist of a minimum of two different commodity items. Further restrictions to the item shall be contained in the NSA or NRA.

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**RULE 2-130: ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

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

1. Regular - Shipper accepts transit time as provided by the carrier on a regular basis as per carrier's advertised sailing schedules and/or actual vessel carrier's sailing schedules. Regular service rates are shown in this tariff, unless otherwise specified. The following are the various levels of rate service:
2. Premium - Shipper/Consignee requests carrier-provided premium service, in which case cargo will be delivered not less than 4 days faster than if shipped by regular service. Rates applicable to premium service will be noted "Premium Service" in the individual tariff line items. Shipper/Consignee must specifically request premium service at the time of shipment, or Shipper/Consignee must instruct carrier to provide premium service for all shipments of specific tariff line items.

3. Economy - Shipper/Consignee requests carrier to provide economy service, in which case shipments will be delivered not less than 4 days slower than if shipped by carrier's regular service. Rates applicable to economy service will be noted with "Economy Service" in the individual tariff line rate items. Shipper/Consignee requests for economy service must be made at the time of shipment. Shipper/Consignee must instruct carrier to provide economy service for all shipments of a specific tariff line item.

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**RULE 2-140: ACE USA EXPORT SHIPMENTS**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

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 Commercial Environment (ACE) 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 via ACE, and/or Consular Documents covering the shipment. The Carrier may verify the Bill of Lading description with any of the above shipping documents or information to ensure 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 Bill of Lading.

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**RULE 2-150: DOCUMENTATION FEE**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE:

N/A.

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**RULE 2-160: AMS PROCESSING FEE**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

If applicable, all AMS filing fees for shipments will be provided in individual NRA's. Except as otherwise specifically provided in individual NRAs, all shipments are subject to the all applicable U.S. Manifest Processing Fee assessed by the Vessel Carrier and/or the NVOCC, and payable by the Shipper. If a correction and/or amendment is made to data that has already been filed with the U.S. Customs thru the AMS system, an applicable correction/amendment charge (in addition to all other applicable charges) will be assessed by the Vessel Carrier and/or the NVOCC Carrier named in this Tariff, which shall be paid by the Shipper.

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**RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA**

DATE POSTED: NOVEMBER 01, 2020

DATE EFFECTIVE: NOVEMBER 01, 2020

DATE RULE EXPIRES: NONE:

**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.

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

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.

**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.
- G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 for charges to apply.

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**RULE 2-180: US CUSTOMS RELATED CHARGES**

DATE POSTED: NOVEMBER 01, 2020

DATE EFFECTIVE: NOVEMBER 01, 2020

DATE RULE EXPIRES: NONE:

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**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE:

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant (shipper, consignee, 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 or Lender) in its possession, custody or control or in 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**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE:

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 Shippers/Owners Account.

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**RULE 2-210: FREE TIME DETENTION/DEMURRAGE/STORAGE**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE:

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.

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**RULE 3: RATE APPLICABILITY RULE:**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

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.

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

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**RULE 4: HEAVY LIFT AND EMPTY LIFTS:**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

All applicable chargers for heavy and empty lift shipments will be provided in individual Negotiated Rate Arrangements (NRAs) and shall be for the account of the cargo.

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**RULE 6: MINIMUM BILL OF LADING CHARGES:**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

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

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**RULE 7: PAYMENT OF FREIGHT & CHARGES:**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

**A. CURRENCY**

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. METHODS OF PAYMENT**

Payment for freight or additional 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. All freight and additional charges named in this Tariff and in NRAs governed by this Tariff are due and considered earned upon receipt of the cargo by the originating carrier or his agent, and shall be paid to the carrier without discount or deduction, whether the ship and/or cargo is lost or not lost, transportation is interrupted or abandoned, whether the cargo is damaged or ruined, or whether packages or containers are delivered empty or partly empty at destination

**C. PREPAID FREIGHT**

1. Unless otherwise agreed in an NRA, 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 his duly authorized licensed Freight Forwarder or Agent acting on his behalf.
2. When freight and charges are billed prepaid, they shall be paid in U.S. dollars.

**D. FREIGHT COLLECT**

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.

**E. CURRENCY CONVERTABILITY:**

1. Conversion Provisions:

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.

**F. FREIGHT CHARGES:** Freight charges must be paid to the carrier before release of the cargo, unless prior arrangement to the contrary has been made with the carrier. In the event the Merchant, shipper, consignee or his agent refuses to pay freight and other charges, and merchandise remains undeliverable thereby, Merchant, Shipper and Consignee jointly and severally guarantee and remain liable for full payment of freight and other charges, together with any expense incurred while awaiting disposition of the cargo.

**G. COLLECTION COSTS:** If any party responsible for the payment of charges fails or refuses to pay lawful freight and/or other charges due as specified above, Carrier shall be entitled to recover all collection costs incurred, including, but not limited to, reasonable collection agency fees, attorney's fees and court costs.

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**RULE 8: BILL OF LADING TERMS AND CONDITIONS**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE



## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

**Carriage** means any operations or services (including all related documentary, customs and information technology processes used or produced) undertaken by or on behalf of the Carrier in respect of the Goods;

**Carrier** means Pelorus Shipping Line Limited whose registered office is at No.2, G/FI., Block A, Tonic Industrial Center, 26 Kai Cheung Road, Kowloon Bay, Kowloon, Hong Kong, on whose behalf this bill of lading has been signed;

**Carrier Group** means the Carrier and every other Person which, from time to time, is or becomes a subsidiary or holding company of the Carrier, or a subsidiary of any such holding company or the ultimate holding company of the Carrier (and the terms **subsidiary** and **holding company** shall have the meanings given to them by the Companies Ordinance (Chapter 622 of the Laws of Hong Kong));

**Carrier's Agents** includes the company within the Carrier Group or the independent agent of the Carrier which arranged the Carriage and/or issued this bill of lading and the company within Carrier Group or the independent agent of the Carrier in the country where the Goods are discharged and/or delivered;

**Charges** includes freight, demurrage, detention costs and all other expenses and monetary obligations, including duties, taxes and dues, incurred by the Carrier and payable by the Merchant;

**COGSA** means the U.S. Carriage of Goods by Sea Act of the United States of America 1936;

Combined Transport arises if the Carrier has indicated a place of receipt and/or a place of delivery that is not a port on the face hereof in the relevant spaces;

**Compulsory Legislation** means an international convention or national law which applies compulsorily to any element of the Carriage and which cannot be departed from, including COGSA in the case of US Carriage;

**Consolidation** includes stuffing, packing, loading or securing of Goods on or within Containers (and

**Consolidate** and **Consolidated** shall be construed accordingly);

**Container** includes any container (including open top containers), trailer, transportable tank, platform, lift van, flat, flat-rack, cradle, pallet, sled or any similar article of transport used to Consolidate goods and any ancillary equipment;

**Goods** means the whole or any part of the cargo received by the Carrier from the Merchant and includes any packing and any equipment or Container not supplied by the Carrier (but excludes any Container supplied by the Carrier);

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

**Hague-Visby Rules** means the Hague Rules as amended by the Protocol signed at Brussels on 23 February 1968 (it is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules);

**Merchant** includes the Shipper, the Consignee, the receiver of the Goods and the Person entitled to receive the Goods, the holder of this bill of lading, any Person owning or lawfully entitled to the possession of the Goods or this bill of lading, the Person on whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned Persons, including agents, servants and Sub-Contractors;

**Non-US Carriage** means any Carriage which is not US Carriage;

**Package** where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container are each deemed a Package;

**Person** includes an individual, corporation or other legal entity;

**Pomerene Act** also known as the United States Federal Bill of Lading Act 1916, 49 U.S.C. §§80101-80116 or any amendments thereto;

**Port to Port Transport** arises if it is not Combined Transport;

**Shipper** means the Person who tendered the Goods to the Carrier and any Person named as shipper in the bill of lading;

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

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

**Sub-Contractor** includes owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, customs brokers, warehousemen and any independent contractors, servants or agents employed by the Carrier in performance of the Carriage and including their direct and indirect sub-contractors, servants and agents;

**US Carriage** means Carriage to, from or through any port of the United States of America;

**Vessel** means any waterborne craft used in the Carriage under this bill of lading, including feeder vessels, ocean vessels and inland water vessels and whether named in the bill of lading or substituted vessels; and

**Waterborne Carriage** means the carriage of Goods by sea or inland waterways.

#### **1.2 Interpretation**

- (a) Any words following the word including shall be interpreted without limitation to the generality of the preceding words.
- (b) All Persons defined as Merchant shall be jointly and severally liable to the Carrier for the fulfilment of the Merchant's obligations.

### **2. SUPPLY OF CONTAINERS**

- 2.1 Where the Carrier is instructed to provide a Container, unless otherwise agreed by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality.
- 2.2 This bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.
- 2.3 The Merchant shall inspect each Container before it is stuffed, packed, filled or loaded, and the use of a Container shall be *prima facie* evidence of that Container being sound and suitable for use.
- 2.4 Any Container released into the care of the Merchant for packing, unpacking or any other purpose whatsoever shall be at the sole risk of the Merchant until proper redelivery to the Carrier at the time and place prescribed by the Carrier.

### **3. CONSOLIDATION AND STUFFING OF THE CONTAINERS**

- 3.1 Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with cargo owned by other Persons.
- 3.2 If a Container has been Consolidated by the Merchant the Carrier shall not be liable for loss of or damage to the Goods:
  - (a) caused by the manner in which the Container has been stuffed;
  - (b) caused by the unsuitability of the Goods for carriage in the Container actually used;
  - (c) caused by the unsuitability or defective condition of the Container actually used, provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph 3.2(c) 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; or
  - (d) if the Container is not sealed at the commencement of the Carriage, except where the Carrier has agreed to seal the Container.

### **4. SOLAS VERIFIED GROSS MASS REQUIREMENTS**

- 4.1 The Merchant shall provide the Carrier with the verified gross mass, which shall be established using calibrated and certified equipment, for each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this bill of lading in accordance with SOLAS and any other requirements set by the Carrier. The Merchant acknowledges and agrees that the Carrier will rely on the accuracy and timeliness of such verified gross mass and use this to comply with its obligations to Sub-Contractors in accordance with SOLAS.
- 4.2 In the event that the Merchant does not comply with its obligations under Clause 4.1, or where the Carrier reasonably believes that the verified gross mass provided by or on behalf of the Merchant is inaccurate or incomplete, the Carrier may, at its absolute discretion and at the Merchant's cost, establish the verified gross mass of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this bill of lading.
- 4.3 The Carrier shall not have any liability:
  - (a) in the event that the verified gross mass provided by or on behalf of the Merchant is inaccurate or incomplete; or
  - (b) resulting from any delay from establishing the verified gross mass in accordance with Clause 4.2

and the Merchant shall indemnify the Carrier from and against any and all liabilities resulting from the same.

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

5.1 The Merchant warrants that:

- (a) in agreeing to this bill of lading it is, or is the agent of and has the authority of, the Person owning or entitled to the possession of the Goods and this bill of lading or any Person who has a present or future interest in the Goods and this bill of lading;
- (b) the description and particulars of the Goods and Container(s) set out on the face hereof including the verified gross mass, weight, content, measure, quantity, quality, condition, marks, numbers and value have been checked by the Merchant and are correct;
- (c) the Goods are packed and loaded within the Container in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable;
- (d) the Goods contain no stolen goods, contraband or other illegal material or substances or any goods which violate any intellectual or other property rights of any third party;
- (e) neither the Goods nor any party with any interest in the Goods (whether as Shipper, Consignee or otherwise) are subject to any import or export prohibition, sanction or restriction imposed by any state, country, supranational or international governmental organisation or other relevant authority;
- (f) the Goods can be received, held, carried and delivered, and all associated payments made and received, in each case without infringing any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organisation or other relevant authority, whether by reason of the nature of the Goods or the involvement of any party.

5.2 The Merchant shall comply with all applicable laws, regulations and requirements (including any imposed at any time before or during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

5.3 The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage of property (including Containers) of the Carrier or any Person (other than the Merchant) or Vessel caused by the Goods or the Merchant.

## **6. THE GOODS**

### **6.1 Dangerous Goods**

- (a) No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without:
  - (i) the Carrier's express consent in writing;
  - (ii) all information necessary for the Carrier to perform its obligation in connection with the Goods in accordance with all applicable laws, regulations or requirements (or any combination of the foregoing), including information about the characteristics of the Goods, the appropriate manner and method of storage, handling and transportation of the Goods; and
  - (iii) the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements.
- (b) If any such Goods are delivered to the Carrier in breach of Clause 6.1(a), or if, at any time in the opinion of the Carrier, the Goods are, or are liable to become, of a dangerous, inflammable and/or damaging nature, or a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation to the Merchant and without prejudice to the Carrier's

rights to the Charges, and the Merchant shall be liable for all loss, damage, delay or expenses arising from the Carriage.

## **6.2 Temperature controlled cargo**

- (a) The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this bill of lading if this bill of lading has been prepared by the Merchant) of their nature and particular temperature range to be maintained and, in the case of a temperature controlled Container Consolidated by the Merchant, further undertakes that the Container has been properly pre-cooled and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.
- (b) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown or stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

## **6.3 Inspection of Goods**

The Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents.

## **7. COLLECTION AND DELIVERY AT THE MERCHANT'S PREMISES**

- 7.1 When collection or delivery takes place at the Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and:
- (a) the Carrier shall not be under any obligation to provide any plant, power or labour which may be required for the loading or unloading at such premises, and this shall be the responsibility of the Merchant at its own risk and expense; and
  - (b) any assistance given by the Carrier additional to the foregoing is given entirely at the Merchant's risk as to damage to or loss of Goods or injury to Persons.

## **8. ISSUING OF BILLS AND WAYBILLS**

- 8.1 This bill of lading shall be non-negotiable unless made out "to order."
- 8.2 This bill of lading shall be *prima facie* evidence only of the Carrier taking the Goods described in the bill of lading under its control, provided that, and only to the extent the Carrier had, reasonable means of checking the Goods.

## **9. STOWAGE OF THE CONTAINERS**

- 9.1 Goods of any description (whether containerised or not) may be stowed on or under deck without notice to the Merchant, unless on the front of this bill of lading it is specifically stipulated that the Containers or Goods will be carried under deck, and any deck stowage shall not be a deviation of whatsoever nature or degree. If carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck carriage. Subject to Clause 9.2, such Goods whether carried on deck or under deck shall participate in General Average and such Goods shall be deemed to be within the definition of Goods for the purposes of any Compulsory Legislation.
- 9.2 Goods which are stated on the front of this bill of lading to be carried on deck, and which are actually carried on deck (and livestock, whether or not carried on deck), are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea or inland

waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

## **10. METHODS AND ROUTE OF TRANSPORTATION**

- 10.1 The Carrier may at its sole discretion and at any time and without notice to the Merchant:
- (a) use any route whatsoever and any means of transport or storage whatsoever;
  - (b) load or carry the Goods on any Vessel whether named on the front hereof or not;
  - (c) transfer the Goods from one conveyance to another including transshipping and/or substitute any mode of transport at any time;
  - (d) at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;
  - (e) load or unload the Goods from any conveyance at any place (whether or not named on the front hereof);
  - (f) comply with any orders or recommendations given by any government or 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.
- 10.2 For Waterborne Carriage, the Carrier may sail with or without pilot, proceed, return to and stay at any port or place whatsoever, once or more and in any order (whether towards or away from the port or place of discharge), proceed at any speed, undergo repair, adjust equipment, dry dock, tow or be towed, assist other vessels in any situation, deviate for the purpose of saving life or property or of landing ill or injured persons, and call for fuel at any port(s) or place(s).
- 10.3 Anything done in accordance with this Clause or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.
- 10.4 Hindrances or delay
- If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods and any of the Merchant or Sub-Contractors becoming insolvent), or if it appears at any time that the Goods, or any part of them, cannot safely or properly be carried, or carried further, either at all or without incurring any additional expense or taking measures in relation to the Container or Goods whenever and howsoever arising (whether or not the Carriage has commenced) the Carrier may without notice to the Merchant:
- (a) treat the performance of the Carriage as terminated and place the Goods at the disposal and responsibility of the Merchant at any place or port; or
  - (b) without prejudice to the Carrier's right to subsequently abandon the Carriage under Clause 10.4(a) above, continue the Carriage and (as the Merchant's agent only) take any measures and/or incur any reasonable additional expense to carry or continue the Carriage thereof.

In any event the Carrier shall be entitled to the full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above-mentioned circumstances.

## **11. DELIVERY OF GOODS**

- 11.1 The Goods shall be deemed delivered:
- (a) as soon as they have (i) been unloaded from the Vessel at the port of discharge (where the port of discharge is the place of delivery), or (ii) arrived at the delivery place; or
  - (b) (where the Carrier is required or permitted by law or custom to release the Goods to port or other authorities of that port or delivery place) as soon as the Goods have been released or are in the

control (physical and/or legal) of the port or other authorities, at any location, at which point the Carriage and the Carrier's responsibility for the Goods ends.

- 11.2 Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation thereunder.
- 11.3 If the Merchant does not take delivery of the Goods or any part thereof at the time and place stated in Clause 11.1, the Carrier shall be entitled, without notice and without prejudice to any other rights that it may have against the Merchant, to remove from a Container the Goods or that part thereof if Consolidated in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

## 12. RETURN OF CONTAINERS

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

## 13. CHARGES

- 13.1 The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to Container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail.
- 13.2 Charges shall be deemed fully earned upon receipt of the Goods by the Carrier and shall be paid and be non-returnable in any event.
- 13.3 The Merchant's attention is drawn to the stipulations concerning currency in which the Charges are to be paid, rate of exchange, devaluation and other contingencies relative to the Charges in the relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable and if the currency in which the Charges are quoted is devalued or revalued between the date of the Charges agreement and the date when the Charges are paid, then all Charges shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency. Payment shall be made in the currency named in the bill of lading, or, at the option of the Carrier, in another currency specified by the Carrier.
- 13.4 The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, re-weigh, re-measure and re-value the Goods and if the particulars are found by the Carrier to be incorrect, it is agreed that, without prejudice to the rights of the Carrier

under Clause 6.3, the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

- 13.5 All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution.
- 13.6 Despite the acceptance by the Carrier of instructions to collect Charges or other expenses from any other Person in respect of the transport under this bill of lading, the Merchant shall remain responsible for such moneys on receipt of evidence of demand and the absence of payment for whatever reason.
- 13.7 All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant.
- 13.8 The Merchant shall reimburse the Carrier for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or Acts of God.

#### **14. LIEN**

- 14.1 The Carrier shall have a general lien on the Goods and any documents relating thereto, funds held and any other goods in respect of which the Carrier is providing services to the Merchant (**Other Goods**) and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this bill of lading, or otherwise, and for General Average contributions to whomsoever due.
- 14.2 The Carrier shall also have a general lien against the Merchant on the Goods and any documents relating thereto, funds held and Other Goods and any documents relating thereto for all sums due from the Merchant to the Carrier's Agents and/or any member of the Carrier Group under any other contract.
- 14.3 The Carrier may exercise its lien at any time and at any place in its sole discretion, whether the Carriage is completed or not with or without further notice. In any event any lien shall (a) survive the delivery of the Goods and/or the Other Goods and (b) extend to cover the cost of enforcing its lien and recovering any sums due.
- 14.4 To enforce and satisfy the Carrier's lien, the Carrier shall have the right, at the Merchant's expense, to sell the aforementioned Goods, Other Goods and documents by public auction or private treaty, without notice to the Merchant and without any liability towards the Merchant.

#### **15. CARRIER'S LIABILITY**

##### **15.1 US Carriage**

- (a) For US Carriage this bill of lading shall have effect subject to the provisions of COGSA and to the Pomerene Act regardless of whether said Act would apply of its own force. The provisions of COGSA are incorporated herein and save as otherwise provided herein shall apply the entire time the Goods are in the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its Sub-Contractor, including Goods carried on deck. Nothing contained herein is to be deemed as surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under COGSA. Except for Clause 15.2, every other term, condition, limitation, defence and liberty whatsoever contained in this bill of lading shall apply to US Carriage.
- (b) Where the Merchant requests the Carrier to procure Carriage by an inland carrier in the United States of America, such Carriage shall be procured by the Carrier as agent only to the Merchant and such Carriage shall be subject to the inland carrier's own contractual conditions and tariff. If, for any reason, the Carrier is denied the right to act as agent only at these times, its liability for loss, damage or delay to the Goods shall be determined in accordance with Clause 15 hereof.

- (c) Neither the Carrier nor the Vessel shall in any event be or become liable in an amount exceeding US\$500 per package or customary freight unit. For limitation purposes under COGSA, it is agreed that the meaning of the word "package" shall be any palletised and/or unitised assemblage of cartons which has been palletised and/or unitised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof.

## 15.2 Non-US Carriage

- (a) In the event of loss of or damage to the Goods, the following provisions shall apply in relation to (i) Port to Port Transport and (ii) Combined Transport, where it is known that the loss of or damage occurred during any element of the Combined Transport which involves Waterborne Carriage:
- (i) where any Compulsory Legislation applies, the liability of the Carrier howsoever occurring will be determined and limited in accordance with such Compulsory Legislation;
  - (ii) where no Compulsory Legislation applies, the liability of the Carrier howsoever occurring will be determined and limited in accordance with the Hague-Visby Rules Article 1-8 inclusive (excluding Article 3 rule 8);
  - (iii) the Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Notwithstanding the foregoing, in case and to the extent that any Compulsory Legislation provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, or any other rules as applied by Clause 15.2(b) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.
- (b) In relation to all Combined Transport (save for Combined Transport covered in Clause 15.2(a)) the Carrier shall (subject to any Compulsory Legislation) be relieved of any liability whatsoever for any loss of or damage to the Goods if, and to the extent that, such loss or damage is caused by:
- (i) strike, lockout, stoppage or restraint of labour, the consequences of which the Carrier is unable to avoid by the exercise of diligence;
  - (ii) any cause or event which the Carrier is unable to avoid, and the consequences of which the Carrier is unable to prevent by the exercise of reasonable diligence.
- (c) Compensation and Limitation
- (i) The Carrier's liability for any loss or damage to the Goods shall be limited to the lesser of:
    - (A) the FOB/FCA invoice value plus freight and insurance if paid. If there is no such invoice value, the value of the Goods shall be determined according to the value of the Goods at the place and time of delivery to the Merchant or the place and time when they should have been so delivered; and
    - (B) if any Compulsory Legislation applies, the amount set out in such Compulsory Legislation; or
    - (C) in all other cases, US\$2 per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises.

## 15.3 Liability applicable to both US Carriage and Non-US Carriage

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



If the value of the Goods has been declared by the Merchant in writing before shipment and inserted on the front face hereof, and extra freight has been paid thereon and the Carrier has consented to such declared value, the amount of the declared value shall be substituted for the liability limits laid down in this bill of lading.

(c) Delay

Save as otherwise provided herein, the Carrier does not undertake that the Goods shall arrive at any place at any particular time and shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the Charges applicable to the relevant stage of the transport.

(d) General liability

Notwithstanding any other provision of this bill of lading but subject to any Compulsory Legislation:

- (i) the Carrier shall not be liable for any loss of profits, loss of sales, loss of business, loss of goodwill or reputation (in each case whether direct or indirect) or for any indirect or consequential loss; and
- (ii) the Carrier's maximum aggregate liability for all events which occur under the bill of lading (other than for loss of or damage to the Goods) shall be limited to an amount equal to the Charges payable to the Carrier under this bill of lading.

(e) 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 of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to 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.

(f) Time-bar

- (i) Where Compulsory Legislation applies, the time limit for bringing claims will be as prescribed by the applicable rules.
- (ii) In all other cases, the Carrier shall be discharged of all liability whatsoever unless suit is brought and written notice thereof is given to the Carrier within nine months after the delivery of the Goods or the date when the Goods should have been delivered.

(g) The defences, limits and exclusion of liability provided for in this bill of lading shall apply in any action against the Carrier whether the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise.

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

- 15.4 The Merchant shall promptly indemnify the Carrier against all costs (including the costs of investigating and defending any claims), expenses, claims, losses, liabilities, orders, awards, fines, proceedings and judgments of whatsoever nature howsoever assumed, incurred or suffered by the Carrier, the Sub-Contractors or any member of the Carrier Group (and their respective employees, servants, agents, insurers or reinsurers) as a result of or in connection with any of the following:
- (a) any breach by the Merchant of any of the warranties given or obligations undertaken by the Merchant under this bill of lading, including the provisions of Clauses 6.1 or 6.2;
  - (b) the Carrier becoming liable to any other party (including to any authority having legal jurisdiction over the Carriage and/or the Goods) and/or incurring additional costs by reason of the Carrier carrying out the Merchant's instructions;
  - (c) any cause arising from or with respect to the Goods for which the Carrier is not responsible for, including under Clauses 3.2 and 11.1;
  - (d) the Carrier incurring liability in excess of its liability under the provisions of this bill of lading regardless of whether such liability arises from, or in connection with a breach of contract, negligence or breach of duty by the Carrier, its agents, servants or the Sub-Contractor;

- (e) delayed, inaccurate or incomplete information including verified gross mass information provided by the Merchant on which the Carrier relies.

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

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

## **17. GENERAL AVERAGE**

- 17.1 General Average shall be adjusted at any part or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 1994, this covering all Goods whether carried on or under deck. The New Jason Clause as approved by BIMCO shall be considered as incorporated herein which is available on request.
- 17.2 Notwithstanding Clause 17.1, the Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made against him and shall provide such security as may be required by the Carrier in this connection.
- 17.3 Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required be submitted to the Carrier prior to delivery of the Goods.
- 17.4 The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

## **18. SUB-CONTRACTING AND INDEMNITIES**

- 18.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage and the Merchant agrees (to the extent that the Merchant is entitled to bring claims against Sub-Contractors) that any Sub-Contractor can, at its option, apply its own terms of contract with the Carrier to defend claims brought by the Merchant.
- 18.2 The Merchant undertakes:
  - (a) that no claim or allegation shall be made against any Sub-Contractor whatsoever, whether directly or indirectly, which imposes or attempts to impose upon any Sub-Contractor any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and
  - (b) if any claim or allegation should nevertheless be made against a Sub-Contractor, to indemnify the Carrier against all consequences thereof.
- 18.3 Without prejudice to the other provisions in this Clause 18, every Sub-Contractor shall have the benefit of all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties herein benefiting the Carrier, including Clause 21 (Jurisdiction and Law) hereof, as if this bill of lading (including Clause 21 hereof) were expressly for its benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Sub-Contractor and such Sub-Contractor shall to this extent be or be deemed to be parties to this contract.

**19. VARIATION OF THE CONTRACT**

19.1 No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary.

**20. PARTIAL INVALIDITY**

20.1 If any provision in this bill of lading is held to be invalid or unenforceable by any court, tribunal 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 if such invalid or unenforceable provision was not contained herein.

**21. JURISDICTION AND LAW**

21.1 For US Carriage, this bill of lading is governed by United States law and the United States District Court for the Southern District of New York has exclusive jurisdiction to hear all disputes hereunder.

21.2 For Non-US Carriage, disputes arising under this bill of lading shall be determined by the courts of Hong Kong and in accordance with the laws of Hong Kong. No proceedings may be brought before other courts, unless both parties expressly agree the choice of the other court or arbitration tribunal and the law to be then applicable.

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**RULE 9: FREIGHT FORWARDER COMPENSATION**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

Carrier may from time to time pay compensation as negotiated and stipulated in the individual NRA on the applicable ocean freight charges only. If a Freight Forwarder Compensation is stipulated in the NRA, payment shall be made to FMC Licensed Freight Forwarders in compliance with FMC regulations, based on the ocean freight only for eligible shipments.

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**RULE 10: SURCHARGES, ASSESSORIAL AND ARBITRARIES**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's.

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**RULE 11: MINIMUM QUANTITY RATES**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

Carrier will charge minimum quantity rates as outlined in each individual NRA.

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#### **RULE 12: AD VALOREM PROVISIONS**

DATE POSTED: NOVEMBER 01, 2020

DATE EFFECTIVE: NOVEMBER 01, 2020

DATE RULE EXPIRES: NONE

- a. The liability of the Carrier as to the value of shipments moving pursuant to and rated under the rules, regulations, rates and charges named in this Tariff and in NRA's governed by this Tariff shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form attached in rule 8.
- b. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated NRAs applying to the commodities shipped as specified herein.
- c. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be 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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#### **RULE 14: CO-LOADING OF CARGO IN FOREIGN COMMERCE**

DATE POSTED: NOVEMBER 01, 2020

DATE EFFECTIVE: NOVEMBER 01, 2020

DATE RULE EXPIRES: NONE

Definition: Pursuant to 46 CFR §520.2, "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.

- (1) The Carrier from time to time may tender cargo for co-loading.
  - (2) (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 either a carrier-to-carrier or 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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## **RULE 16: PROVISIONS GOVERNING THE TRANSPORTATION OF HAZARDOUS CARGO**

DATE POSTED: NOVEMBER 01, 2020

DATE EFFECTIVE: NOVEMBER 01, 2020

DATE RULE EXPIRES: NONE

Except as otherwise provided in paragraph 6. 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 this Tariff and NRAs governed by this Tariff which contain rates applying on Hazardous Cargo:

- 1) ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier; and
- 2) ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities; and
- 3) ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
- 4) Carrier reserves the right to refuse to accept or transport cargo which, in the judgement 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 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:
  - i) Classes A and B explosives
  - ii) 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 Parts 146-179)
  - B. U.S. Department of Transportation Regulations (49 CFR Parts 170-179); and
  - C. the International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization); and
  - D. all rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities.
  - 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; and
  - B. The hazardous class, IMCO Code Number and UN Number (if any); and
  - C. The flash point or flash point range (when applicable); and
  - 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); and
  - E. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.); and
  - F. The number of pieces of each type of package; and
  - G. The gross weight of each type of package or the individual gross weight of each package; and
  - H. The Harmonized Code, SITC or BTN number of the commodity; and
  - 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 ensure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to ensure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
- 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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**RULE 17: FREE TIME AND DEMURRAGE**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in ocean carrier's tariffs 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 will be for the account of the cargo without in any way affecting the liability of the carrier for the condition of cargo.

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**RULE 18: REFUSED, REJECTED OR UNCLAIMED SHIPMENTS**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

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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**RULE 19: SHIPPER REQUEST, QUESTIONS OR COMPLAINTS**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

Shipper or Consignee requests or complaints (including request for adjustment in NRAs or NSAs 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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**RULE 20: OVERCHARGE CLAIMS**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

- 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 misdeclaration 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.

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. 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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**RULE 21: USE OF CARRIER EQUIPMENT**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

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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**RULE 23: CARRIER TERMINAL RULES AND CHARGES**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

Carrier does not operate terminals at origin or destination. Except as otherwise provided in the individual NRA or NSA 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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**RULE 23-01: DESTINATION TERMINAL HANDLING CHARGES (DTHC)**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

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

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**RULE 24: NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

Pelorus Shipping Line Limited., a Non-Vessel Owning Common Carrier has posted a security bond in the amount of US\$150,000.00 with the Federal Maritime Commission as required by the Shipper Act of 1984, as amended. The Surety Bond, Bond number 2299272 issued by North American Specialty Insurance Company, guarantees the payment of a judgment for damages arising from the Carrier's transportation related activities and under any order for reparations or penalties assessed under the Shipping Act of 1984, as amended.

Pelorus Shipping Line Limited., is domiciled in Hong Kong and has appointed the party named below as its US Resident agent to sign receipts and accept all notices, orders, subpoenas, or other legal documents issued, promulgated or decreed by any US Federal, State, or Local court as well as by the Federal Maritime Commission or any other governmental agency, commission or regulatory body in the carrier's name, place and stead: Hellmann Worldwide Logistics, Inc., 10450 Doral Blvd Doral, FL 33178



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.

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**RULE 26: CONTAINER WEIGHT REGULATIONS (SOLAS)**

DATE POSTED: NOVEMBER 01, 2020

DATE EFFECTIVE: NOVEMBER 01, 2020

DATE RULE EXPIRES: NONE

1. Upon tender of cargo to Carrier Shipper shall provide to Carrier a Shipper Actual Gross Mass Weight Verification ("VGM") which meets the requirements of the International Maritime Organization (IMO) per its Guidelines relating to the Safety of Life at Sea Convention (SOLAS) for the export of containerized cargo.
2. If a Shipper does not provide a satisfactory VGM to Carrier prior to tendering the cargo to Carrier, Carrier has the right to refuse to accept such cargo until one is provided to Carrier or if Carrier does accept container(s) from Shipper it may lawfully opt to not deliver the container(s) to the ocean terminals for loading on a vessel until it does receive a satisfactory VGM.
3. At Carrier's sole option, Carrier can arrange to obtain a VGM on Shipper's behalf provided that Carrier agrees to do so in writing and by Shipper providing an executed written authorization for Carrier to do so in a format acceptable to Carrier whereby Carrier agrees to act as an agent on Shipper's behalf solely for that purpose. Accepting that function shall not otherwise alter Carrier's relationship as an independent contractor as Carrier. In the event that Carrier agrees to provide this service Carrier shall charge Shipper a VGM fee as stated in each individual NRA.
4. VGM's provided by the Shipper to Carrier shall have been obtained from either Method 1 as described by SOLAS, which requires that the full container load was weighed after it was packed, and/or Method 2 which requires weighing all the cargo and contents of the container and adding the tare weight of the container as indicated on the door of the container.
5. Whether Method 1 or Method 2 is utilized by the Shipper, for the shipper's weight verification to be compliant with the SOLAS requirement, it must be "signed", meaning a specific person representing the shipper is named and identified as having verified the accuracy of the weight calculation on behalf of the shipper. Identification of the person signing requires that their full name, address, and phone number/e-mail address be provided.
6. Method 2 shall not be allowed by Carrier for scrap metal, un-bagged grain and other cargo in bulk "that do not easily lend themselves to individual weighing of the items to be packed in the container"
7. Carrier will not accept estimates of weight, and the weighing equipment used must meet national certification and calibration requirements. Further, the party packing the container cannot use the weight somebody else has provided, except that individual, original sealed packages that have the accurate mass of the packages and cargo items (including any other material such as packing material and refrigerants inside the packages) are clearly and permanently marked on their surfaces.

8. If containers are delivered to the piers/terminals by the Carrier without a satisfactory VGM and the load port has appropriate weighing facilities, all charges, fees, and or penalties with respect to weighing subject container shall be for the account of the Shipper.
9. Carrier shall not be responsible for charges, fees, penalties or other claims for containers for which a verified weight was provided prior to loading in a preceding load port and which may be loaded in transshipment ports which may require another VGM whether or not the SOLAS Guidelines do not require such re-weighing.
10. Shippers who tender less-than-container load ("LCL"), whether beneficiary cargo owners, or non-vessel operating common carriers shall similarly provide VGMS for cargo tendered to Carrier loading facilities, and are subject to all weight regulations herein.
11. Shipper shall be responsible for all charges and fees from ocean carriers and/or terminals resulting from any VGMS provided by Shipper and/or third parties, or for any other reason whatsoever, including demurrage, detention, per diem, related to ocean carriers' and terminals' implementation of SOLAS.

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#### **RULE 28: DEFINITIONS**

DATE POSTED: NOVEMBER 01, 2020

DATE EFFECTIVE: NOVEMBER 01, 2020

DATE RULE EXPIRES: NONE

**CARRIER** - means publishing carrier and/or inland U.S. Carriers.

**CONSIGNOR, CONSIGNEE OR SHIPPER** - include the authorized representatives or agents of such "consignor," "consignee," or "shipper."

**CONTAINER FREIGHT STATION (CFS)** - (Service Code S) –

- (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.

**CONTAINER LOAD - (CL)** - Means all cargo tendered to carrier in shipper-loaded containers.

**CONTAINER YARD** - The term "Container Yard" (CY) (Service Code Y), means the location where carrier receives or delivers cargo in containers.

**CONTROLLED TEMPERATURE** - means the maintenance of a specific temperature or range of temperatures in carrier's trailers.

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

**IN PACKAGES** - shall include any shipping form other than "in bulk," "loose," "in glass or earthenware, not further packed in other containers" or "skids"

**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 1/3 percent from its normal shipping cubage when set up or assembled.

**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.

**LESS THAN CONTAINER LOAD (LTL)** - means all cargo tendered to carrier not in shipper-loaded/stuffed containers

**LOADING OR UNLOADING** - means the physical placing of cargo into or the physical removal of, cargo from containers.

**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 or Lender.

**MIXED SHIPMENT** - means a shipment consisting of articles described in and rated under two or more NRAs.

**MOTOR CARRIER** - means U.S. Motor Carrier or Motor Carriers.

**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.

**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.

**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).

**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.

**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.

**ONE COMMODITY** - means any or all of the articles described in any one-NRA.

**PACKING** - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.

**PUBLISHING CARRIER** - means PELORUS SHIPPING LINE LIMITED., a foreign registered Non-Vessel Operating Common Carrier (NVOCC) registered with the U.S. Federal Maritime Commission and operating under FMC Organization No. [\_\_\_\_\_].

**RAIL CARRIER** - means U.S. rail carrier or rail carriers.

**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.

**STUFFING - UNSTUFFING** - means the physical placing of cargo into or the physical removal of cargo from carrier's containers.

**UNPACKING** - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

**RULE 29: ABBREVIATIONS, CODES AND SYMBOLS**

DATE POSTED: NOVEMBER 01, 2020  
 DATE EFFECTIVE: NOVEMBER 01, 2020  
 DATE RULE EXPIRES: NONE

Explanation of abbreviations:

Abbreviation	Definition	Abbreviation	Definition
Ad Val	Ad Valorem	KDF	Knocked Down Flat
AI	All Inclusive	Kilos	Kilograms
BF	Board Foot or Board Feet	K	Kilo Ton
B/L	Bill of Lading	LCL	Less than Container Load
BAF	Bunker Adjustment Factor	LS	Lumpsum
BM	Board Measurement	L	Long Ton (2240 Lbs)
C	Change in tariff Item	M	Measure
CAF	Currency Adjustment Factor	Max	Maximum
CBM, CM or M3	Cubic Meter	MBF	MBM 1,000 Feet Board Measure
CC	Cubic Centimeter	Min	Minimum
CFS	Container Freight Station	MM	Millimeter
CFT	Cubic Foot or Cubic Feet	MQC	Minimum Quantity Commitment
CLD	Chilled	N	Not Applicable
CM	Centimeter	NRA	Negotiated Rate Arrangements
CU	Cubic	NSA	NVOCC Service Arrangements
CWT	Cubic Weight	NHZ	Non-Hazardous
CY	Container Yard	NOS	Not otherwise specified
D	Door	OT	Open Top
DDC	Destination Delivery Charge	P	Pier
E	Expiration	Pkg	Package or Packages
ET	Essential Terms	PRC	People's Republic of China
Etc	Et Cetera	PRVI	Puerto Rico and U.S. Virgin Islands
FAK	Freight All Kinds	R	Reduction
FAS	Free Alongside Ship	RE	Reefer / Refrigerated
FB	Flat Bed	R	Revenue Ton
FCL	Full Container Load	RY	Rail Yard
FEU	Forty Foot Equivalent Unit	SL&C	Shipper's Load and Count
FI	Free In	Sq. Ft	Square Foot or Square Feet

FIO	Free In and Out	S/T	Short Ton (2000 lbs.)
FIOS	Free In, Out and Stowed	SU or S/U	Set `Up
FO	Free Out	TEU	Twenty Foot Equivalent Unit
FOB	Free On Board	THC	Terminal Handling Charge
FMC	Federal Maritime Commission	TRC	Terminal Receiving Charge
FR	Flat Rack	USA	United States of America
Ft	Feet or Foot	USD	United States Dollars
GOH	Garment on Hanger	VEN	Ventilated
H	House	VIZ	Namely
HAZ	Hazardous	VOL	Volume
I	New or Initial Tariff Matter	W	Weight
K	Knocked Down	W/M	Weight/Measure

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**RULE 30: ACCESS TO TARIFF**

DATE POSTED: NOVEMBER 01, 2020  
DATE EFFECTIVE: NOVEMBER 01, 2020  
DATE RULE EXPIRES: NONE

Carrier maintains an electronic copy of this Tariff in conformity with 46 CFR 520 *and* 46 CFR 532, at the address below. Access to interested parties is free and open without restriction at .  
[www.pelorusshippingline.com](http://www.pelorusshippingline.com)