

SUPPLYX GMBH - FMC Tariff No. 002	Orig/Rev Original	Page TITLE PAGE
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TITLE PAGE

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SUPPLYX GMBH
WERNER-OTTO-STRABE 89
HAMBURG, 22179 GERMANY
Tel: 49-40-6461-7873

FMC Tariff No. 002

Naming
Rules, Regulations and Freight Rates
Applicable on the Transportation of Commodities

Between
Worldwide Ports and Points
(As Named in Rule 1)

And
United States Ports and Points
(As Named in Rule 1)

SUPPLYX GMBH is a Non-Vessel Operating Common Carrier (NVOCC) registered
with the US Federal Maritime Commission under FMC Organization No. 033320.

For explanation of abbreviations and reference marks see Rule 29.

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TARIFF ORIGIN SCOPE

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AFGHANISTAN
ALBANIA
ALGERIA
AMERICAN SAMOA
ANDORRA
ANGOLA
ANGUILLA
ANTIGUA AND BARBUDA
ARGENTINA
ARMENIA
ARUBA
AUSTRALIA
AUSTRIA
AZERBAIJAN
BAHAMAS THE
BAHRAIN
BANGLADESH
BARBADOS
BELARUS
BELGIUM
BELIZE
BENIN
BERMUDA
BHUTAN
BOLIVIA
BOSNIA AND HERZEGOVINA
BOTSWANA
BRAZIL
BRITISH VIRGIN ISLANDS
BRUNEI
BULGARIA
BURKINA
BURMA
BURUNDI
CAMBODIA
CAMEROON
CANADA
CAPE VERDE
CAYMAN ISLANDS
CENTRAL AFRICAN REPUBLIC
CHAD
CHILE
CHINA
CHRISTMAS ISLAND
COLOMBIA

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<p>TARIFF ORIGIN SCOPE (Continued)</p> <p>COMOROS CONGO COOK ISLANDS COSTA RICA CROATIA CUBA CURACAO CYPRUS CZECH REPUBLIC DENMARK DJIBOUTI DOMINICA DOMINICAN REPUBLIC ECUADOR EGYPT EL SALVADOR EQUATORIAL GUINEA ESTONIA ETHIOPIA FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF MICRONESIA FIJI FINLAND FRANCE FRENCH GUIANA FRENCH POLYNESIA GABON GAMBIA THE GEORGIA GERMANY GHANA GIBRALTAR GREECE GREENLAND GRENADA GUADELOUPE GUAM GUATEMALA GUINEA GUINEA BISSAU GUYANA HAITI HONDURAS HONG KONG HUNGARY ICELAND</p>		
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<p>TARIFF ORIGIN SCOPE (Continued)</p> <p>INDIA INDONESIA IRAN IRAQ IRELAND ISRAEL ITALY IVORY COAST JAMAICA JAPAN JERSEY JOHNSTON ATOLL JORDAN KAZAKHSTAN KENYA KIRIBATI KOREA DEMOCRATIC PEOPLES REP KOREA REPUBLIC OF KOSOVO KUWAIT KYRGYZSTAN LAOS LATVIA LEBANON LESOTHO LIBERIA LIBYA LIECHTENSTEIN LITHUANIA LUXEMBOURG MACAU MACEDONIA MADAGASCAR MALAWI MALAYSIA MALDIVES MALI MALTA MAN ISLE OF MARSHALL ISLANDS MARTINIQUE MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS MOLDOVA</p>		
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<p>TARIFF ORIGIN SCOPE (Continued)</p> <p>MONACO MONGOLIA MONTENEGRO MONTSERRAT MOROCCO MOZAMBIQUE MYANMAR NAMIBIA NAURU NEPAL NETHERLANDS NEW CALEDONIA NEW ZEALAND NICARAGUA NIGER NIGERIA NIUE NORFOLK ISLAND NORTHERN MARIANA ISLANDS NORWAY OMAN PAKISTAN PANAMA PAPUA NEW GUINEA PARAGUAY PERU PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO QATAR REUNION ROMANIA RUSSIA RWANDA SAMOA SAN MARINO SAO TOME AND PRINCIPE SAUDI ARABIA SENEGAL SERBIA SEYCHELLES SIERRA LEONE SINGAPORE SINT MAARTIN SLOVAKIA</p>		
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<u>TARIFF ORIGIN SCOPE (Continued)</u> SLOVENIA SOLOMON ISLANDS SOMALIA SOUTH AFRICA SPAIN SRI LANKA ST HELENA ST KITTS AND NEVIS ST LUCIA ST PIERRE AND MIQUELON ST VINCENT AND THE GRENADINES SUDAN SURINAME SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN TAJIKISTAN TANZANIA UNITED REPUBLIC OF THAILAND TOGO TONGA TRINIDAD AND TOBAGO TUNISIA TURKEY TURKMENISTAN TURKS AND CAICOS ISLANDS TUVALU UGANDA UKRAINE UNITED ARAB EMIRATES UNITED KINGDOM URUGUAY USA UZBEKISTAN VANUATU VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND WESTERN SAHARA YEMEN ZAMBIA ZIMBABWE <u>TARIFF DESTINATION SCOPE</u> Effective: 01Mar2025 Thru: Expires: Publish 06Jan2025 Amend: IC		
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AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA ANDORRA ANGOLA ANGUILLA ANTIGUA AND BARBUDA ARGENTINA ARMENIA ARUBA AUSTRALIA AUSTRIA AZERBAIJAN BAHAMAS THE BAHRAIN BANGLADESH BARBADOS BELARUS BELGIUM BELIZE BENIN BERMUDA BHUTAN BOLIVIA BOSNIA AND HERZEGOVINA BOTSWANA BRAZIL BRITISH VIRGIN ISLANDS BRUNEI BULGARIA BURKINA BURMA BURUNDI CAMBODIA CAMEROON CANADA CAPE VERDE CAYMAN ISLANDS CENTRAL AFRICAN REPUBLIC CHAD CHILE CHINA CHRISTMAS ISLAND COLOMBIA COMOROS CONGO		
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<p>TARIFF DESTINATION SCOPE (Continued)</p> <p>COOK ISLANDS COSTA RICA CROATIA CUBA CURACAO CYPRUS CZECH REPUBLIC DENMARK DJIBOUTI DOMINICA DOMINICAN REPUBLIC ECUADOR EGYPT EL SALVADOR EQUATORIAL GUINEA ESTONIA ETHIOPIA FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF MICRONESIA FIJI FINLAND FRANCE FRENCH GUIANA FRENCH POLYNESIA GABON GAMBIA THE GEORGIA GERMANY GHANA GIBRALTAR GREECE GREENLAND GRENADA GUADELOUPE GUAM GUATEMALA GUINEA GUINEA BISSAU GUYANA HAITI HONDURAS HONG KONG HUNGARY ICELAND INDIA INDONESIA</p>		
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<p>TARIFF DESTINATION SCOPE (Continued)</p> <p>IRAN IRAQ IRELAND ISRAEL ITALY IVORY COAST JAMAICA JAPAN JERSEY JOHNSTON ATOLL JORDAN KAZAKHSTAN KENYA KIRIBATI KOREA DEMOCRATIC PEOPLES REP KOREA REPUBLIC OF KOSOVO KUWAIT KYRGYZSTAN LAOS LATVIA LEBANON LESOTHO LIBERIA LIBYA LIECHTENSTEIN LITHUANIA LUXEMBOURG MACAU MACEDONIA MADAGASCAR MALAWI MALAYSIA MALDIVES MALI MALTA MAN ISLE OF MARSHALL ISLANDS MARTINIQUE MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS MOLDOVA MONACO MONGOLIA</p>		
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<p>TARIFF DESTINATION SCOPE (Continued)</p> <p>MONTENEGRO MONTSERRAT MOROCCO MOZAMBIQUE MYANMAR NAMIBIA NAURU NEPAL NETHERLANDS NEW CALEDONIA NEW ZEALAND NICARAGUA NIGER NIGERIA NIUE NORFOLK ISLAND NORTHERN MARIANA ISLANDS NORWAY OMAN PAKISTAN PANAMA PAPUA NEW GUINEA PARAGUAY PERU PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO QATAR REUNION ROMANIA RUSSIA RWANDA SAMOA SAN MARINO SAO TOME AND PRINCIPE SAUDI ARABIA SENEGAL SERBIA SEYCHELLES SIERRA LEONE SINGAPORE SINT MAARTIN SLOVAKIA SLOVENIA SOLOMON ISLANDS</p>		
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<p>TARIFF DESTINATION SCOPE (Continued)</p> <p>SOMALIA SOUTH AFRICA SPAIN SRI LANKA ST HELENA ST KITTS AND NEVIS ST LUCIA ST PIERRE AND MIQUELON ST VINCENT AND THE GRENADINES SUDAN SURINAME SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN TAJIKISTAN TANZANIA UNITED REPUBLIC OF THAILAND TOGO TONGA TRINIDAD AND TOBAGO TUNISIA TURKEY TURKMENISTAN TURKS AND CAICOS ISLANDS TUVALU UGANDA UKRAINE UNITED ARAB EMIRATES UNITED KINGDOM URUGUAY USA UZBEKISTAN VANUATU VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND WESTERN SAHARA YEMEN ZAMBIA ZIMBABWE</p> <p>ACBP-D (U.S. ATLANTIC DESTINATION BASE PORTS)</p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p>		
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<p>BALTIMORE, MD, USA, 21201-99 BOSTON, MA, USA, 02101-99 JACKSONVILLE, FL, USA, 32201-99 MIAMI, FL, USA, 33101-99 NEW YORK, NY, USA, 10001-99 NEWARK, NJ, USA, 07100-99 NORFOLK, VA, USA, 23501-93 PHILADELPHIA, PA, USA, 19101-99 SAVANNAH, GA, USA, 31401-99 WILMINGTON, NC, USA, 28403-07 CHARLESTON, SC, USA, 29401-25</p> <p>ACBP-O (U.S. ATLANTIC ORIGIN BASE PORTS)</p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>NEW YORK, NY, USA, 10001-99 NEWARK, NJ, USA, 07100-99 NORFOLK, VA, USA, 23501-93 PHILADELPHIA, PA, USA, 19101-99 SAVANNAH, GA, USA, 31401-99 WILMINGTON, NC, USA, 28403-07 CHARLESTON, SC, USA, 29401-25 BALTIMORE, MD, USA, 21201-99 BOSTON, MA, USA, 02101-99 JACKSONVILLE, FL, USA, 32201-99 MIAMI, FL, USA, 33101-99</p> <p>GCBP-D (U.S. GULF COAST DESTINATION BASE PORTS)</p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>HOUSTON, TX, USA, 77001-99 NEW ORLEANS, LA, USA, 70101-90</p> <p>GCBP-O (U.S. GULF COAST ORIGIN BASE PORTS)</p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>HOUSTON, TX, USA, 77001-99 NEW ORLEANS, LA, USA, 70101-90</p> <p>JPNBP (JAPAN DESTINATION BASE PORTS)</p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>HAKATA, JAPAN KOBE, JAPAN MOJI, JAPAN NAGOYA, JAPAN OSAKA, JAPAN SHIMIZU, JAPAN TOKYO, JAPAN</p>		
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<p>YOKOHAMA, JAPAN</p> <p><u>PCBP-D (U.S. PACIFIC COAST DESTINATION BASE PORTS)</u></p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>LOS ANGELES, CA, USA, 90001-99 LONG BEACH, CA, USA, 90800-53 SAN FRANCISCO, CA, USA, 94101-88 OAKLAND, CA, USA, 94601-68 PORTLAND, OR, USA, 97201-72 SEATTLE, WA, USA, 98101-99 TACOMA, WA, USA, 98401-99</p> <p><u>PCBP-O (U.S. PACIFIC COAST ORIGIN BASE PORTS)</u></p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>LOS ANGELES, CA, USA, 90001-99 LONG BEACH, CA, USA, 90800-53 OAKLAND, CA, USA, 94601-68 SAN FRANCISCO, CA, USA, 94101-88 PORTLAND, OR, USA, 97201-72 SEATTLE, WA, USA, 98101-99 TACOMA, WA, USA, 98401-99</p> <p><u>U.S. DESTINATION INLAND POINTS</u></p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>USA</p> <p><u>U.S. ORIGIN INLAND POINTS</u></p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>USA</p> <p><u>USDP (U.S. DESTINATION PORTS)</u></p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>BALTIMORE (port), MD, USA, 21201-99 BOSTON (port), MA, USA, 02101-99 CHARLESTON (port), SC, USA, 29401-25 HOUSTON (port), TX, USA, 77001-99 JACKSONVILLE (port), FL, USA, 32201-99 LONG BEACH (port), CA, USA, 90800-53 LOS ANGELES (port), CA, USA, 90001-99 MIAMI (port), FL, USA, 33101-99 MOBILE (port), AL, USA, 36601-99 NEW ORLEANS (port), LA, USA, 70101-90 NEW YORK (port), NY, USA, 10001-99 NORFOLK (port), VA, USA, 23501-93 OAKLAND (port), CA, USA, 94601-68</p>		
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<p>PHILADELPHIA (port), PA, USA, 19101-99 PORTLAND (port), OR, USA, 97201-72 SAN FRANCISCO (port), CA, USA, 94101-88 SAVANNAH (port), GA, USA, 31401-99 SEATTLE (port), WA, USA, 98101-99 TACOMA (port), WA, USA, 98401-99 TAMPA (port), FL, USA, 33601-97 WILMINGTON (port), NC, USA, 28403-07</p> <p><u>USOP (U.S. ORIGIN PORTS)</u></p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>BALTIMORE (port), MD, USA, 21201-99 BOSTON (port), MA, USA, 02101-99 CHARLESTON (port), SC, USA, 29401-25 HOUSTON (port), TX, USA, 77001-99 JACKSONVILLE (port), FL, USA, 32201-99 LONG BEACH (port), CA, USA, 90800-53 LOS ANGELES (port), CA, USA, 90001-99 MIAMI (port), FL, USA, 33101-99 MOBILE (port), AL, USA, 36601-99 NEW ORLEANS (port), LA, USA, 70101-90 NEW YORK (port), NY, USA, 10001-99 NORFOLK (port), VA, USA, 23501-93 OAKLAND (port), CA, USA, 94601-68 PHILADELPHIA (port), PA, USA, 19101-99 PORTLAND (port), OR, USA, 97201-72 SAN FRANCISCO (port), CA, USA, 94101-88 SAVANNAH (port), GA, USA, 31401-99 SEATTLE (port), WA, USA, 98101-99 TACOMA (port), WA, USA, 98401-99 TAMPA (port), FL, USA, 33601-97 WILMINGTON (port), NC, USA, 28403-07</p> <p><u>WORLDWIDE DEST PORTS</u></p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>AL ISKANDARIYAH (port), EGYPT AMSTERDAM (port), NETHERLANDS BUSAN (port), KOREA REPUBLIC OF FELIXSTOWE (port), UNITED KINGDOM HELSINKI (port), FINLAND HONG KONG (port), CHINA JEDDAH (port), SAUDI ARABIA LAGOS (port), NIGERIA MELBOURNE (port), AUSTRALIA OSAKA (port), JAPAN PIRAIEVS (port), GREECE SINGAPORE (port), SINGAPORE</p>		
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WORLDWIDE DESTINATIONS

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JAMAICA
BOLIVIA
BOTSWANA
BRAZIL
BRITISH VIRGIN ISLANDS
BRUNEI
BULGARIA
BURKINA
BURMA
BURUNDI
CAMBODIA
CAMEROON
CANADA
CAPE VERDE
CAYMAN ISLANDS
CENTRAL AFRICAN REPUBLIC
CHAD
CHILE
CHINA
CHRISTMAS ISLAND
COLOMBIA
COMOROS
CONGO
COOK ISLANDS
COSTA RICA
CUBA
CYPRUS
DENMARK
DJIBOUTI
DOMINICA
DOMINICAN REPUBLIC
ECUADOR
EGYPT
EL SALVADOR
EQUATORIAL GUINEA
ETHIOPIA
FALKLAND ISLANDS (ISLAS MALVIN
FAROE ISLANDS
FEDERATED STATES OF MICRONESIA
FIJI
FINLAND
FRANCE
FRENCH GUIANA
FRENCH POLYNESIA
GABON

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<p>GAMBIA THE GERMANY GHANA GIBRALTAR GREECE GREENLAND GRENADA GUADELOUPE GUAM GUATEMALA GUINEA GUINEA BISSAU GUYANA HAITI HONDURAS HONG KONG HUNGARY ICELAND INDIA INDONESIA IRAN IRAQ IRELAND ISRAEL ITALY IVORY COAST JAPAN JERSEY JOHNSTON ATOLL JORDAN KENYA KIRIBATI KOREA DEMOCRATIC PEOPLES REP KOREA REPUBLIC OF KUWAIT LAOS LEBANON LESOTHO LIBERIA LIBYA LIECHTENSTEIN LUXEMBOURG MACAU MADAGASCAR MALAWI MALAYSIA MALDIVES MALI</p>		

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MALTA MAN ISLE OF MARSHALL ISLANDS MARTINIQUE MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA ANDORRA ANGOLA ANGUILLA ANTIGUA AND BARBUDA ARGENTINA ARUBA AUSTRALIA AUSTRIA BAHAMAS THE BAHRAIN BANGLADESH BARBADOS BELGIUM BELIZE BENIN BERMUDA MONACO MONGOLIA MONTSERRAT MOROCCO MOZAMBIQUE NAMIBIA NAURU NEPAL NETHERLANDS NETHERLANDS ANTILLES NEW CALEDONIA NEW ZEALAND NICARAGUA NIGER NIGERIA NIUE NORFOLK ISLAND NORTHERN MARIANA ISLANDS NORWAY		

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<p>OMAN PAKISTAN PANAMA PAPUA NEW GUINEA PARAGUAY PERU PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO QATAR REUNION ROMANIA RWANDA SAN MARINO SAO TOME AND PRINCIPE SAUDI ARABIA SENEGAL SEYCHELLES SIERRA LEONE SINGAPORE SOLOMON ISLANDS SOMALIA SOUTH AFRICA SPAIN SRI LANKA ST HELENA ST KITTS AND NEVIS ST LUCIA ST PIERRE AND MIQUELON ST VINCENT AND THE GRENADINES SUDAN SURINAME SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN TANZANIA UNITED REPUBLIC OF THAILAND TOGO TONGA TRINIDAD AND TOBAGO TRUST TERRITORY OF THE PACIFIC TUNISIA TURKEY TURKS AND CAICOS ISLANDS</p>		

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TUVALU UGANDA UNION OF SOVIET SOCIALIST REPU UNITED ARAB EMIRATES UNITED KINGDOM URUGUAY USA VANUATU VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND WESTERN SAHARA WESTERN SAMOA YEMEN YUGOSLAVIA ZAIRE ZAMBIA ZIMBABWE <u>WORLDWIDE ORIGINS</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I NIGERIA NIUE NORFOLK ISLAND NORTHERN MARIANA ISLANDS NORWAY OMAN PAKISTAN PANAMA PAPUA NEW GUINEA PARAGUAY PERU PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO QATAR REUNION ROMANIA RWANDA LIBYA EQUATORIAL GUINEA ETHIOPIA FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF MICRONESIA		
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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,019
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 01Mar2025
<p> FIJI FINLAND FRANCE FRENCH GUIANA FRENCH POLYNESIA GABON GAMBIA THE GERMANY GHANA GIBRALTAR GREECE GREENLAND GRENADA GUADELOUPE GUAM GUATEMALA GUINEA GUINEA BISSAU GUYANA HAITI HONDURAS HONG KONG HUNGARY ICELAND INDIA INDONESIA IRAN IRAQ IRELAND ISRAEL ITALY IVORY COAST JAMAICA JAPAN JERSEY JOHNSTON ATOLL JORDAN KENYA KIRIBATI KOREA DEMOCRATIC PEOPLES REP KOREA REPUBLIC OF KUWAIT LAOS LEBANON LESOTHO LIBERIA EL SALVADOR ALGERIA </p>		

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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,020
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 01Mar2025
<p>AMERICAN SAMOA ANDORRA ANGOLA ANGUILLA ANTIGUA AND BARBUDA ARGENTINA ARUBA AUSTRALIA AUSTRIA BAHAMAS THE BAHRAIN BANGLADESH BARBADOS BELGIUM BELIZE BENIN BERMUDA BOLIVIA BOTSWANA BRAZIL BRITISH VIRGIN ISLANDS BRUNEI BULGARIA BURKINA BURMA BURUNDI CAMBODIA CAMEROON CANADA CAPE VERDE CAYMAN ISLANDS CENTRAL AFRICAN REPUBLIC CHAD CHILE CHINA CHRISTMAS ISLAND COLOMBIA COMOROS CONGO COOK ISLANDS COSTA RICA CUBA CYPRUS DENMARK DJIBOUTI DOMINICA DOMINICAN REPUBLIC ECUADOR</p>		

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FROM: TARIFF ORIGIN SCOPE TO: TARIFF DESTINATION SCOPE	Cancels Original	Cancels Page 104,021
DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 01Mar2025
<p>EGYPT ALBANIA AFGHANISTAN SAN MARINO SAO TOME AND PRINCIPE SAUDI ARABIA SENEGAL SEYCHELLES SIERRA LEONE SINGAPORE SOLOMON ISLANDS SOMALIA SOUTH AFRICA SPAIN SRI LANKA ST HELENA ST KITTS AND NEVIS ST LUCIA ST PIERRE AND MIQUELON ST VINCENT AND THE GRENADINES SUDAN SURINAME SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN TANZANIA UNITED REPUBLIC OF THAILAND TOGO TONGA TRINIDAD AND TOBAGO TRUST TERRITORY OF THE PACIFIC TUNISIA TURKEY TURKS AND CAICOS ISLANDS TUVALU UGANDA UNION OF SOVIET SOCIALIST REPU UNITED ARAB EMIRATES UNITED KINGDOM URUGUAY USA VANUATU VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND</p>		

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DEFINITION OF LOCATION GROUPS	CORR: 0	Issued: 01Mar2025
<p>WESTERN SAHARA WESTERN SAMOA YEMEN YUGOSLAVIA ZAIRE ZAMBIA ZIMBABWE LIECHTENSTEIN LUXEMBOURG MACAU MADAGASCAR MALAWI MALAYSIA MALDIVES MALI MALTA MAN ISLE OF MARSHALL ISLANDS MARTINIQUE MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS MONACO MONGOLIA MONTSERRAT MOROCCO MOZAMBIQUE NAMIBIA NAURU NEPAL NETHERLANDS NETHERLANDS ANTILLES NEW CALEDONIA NEW ZEALAND NICARAGUA NIGER</p> <p><u>WORLDWIDE ORIGIN PORTS</u></p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>AL ISKANDARIYAH (port), EGYPT AMSTERDAM (port), NETHERLANDS BUSAN (port), KOREA REPUBLIC OF FELIXSTOWE (port), UNITED KINGDOM HONG KONG (port), CHINA INCHON (port), KOREA REPUBLIC OF JEDDAH (port), SAUDI ARABIA</p>		
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LAGOS (port), NIGERIA MELBOURNE (port), AUSTRALIA OSLO (port), NORWAY PIRAIEVS (port), GREECE SINGAPORE (port), SINGAPORE		
This tariff number 033320-002 is published by Distribution-Publications, Inc. (DPI) on the web at http://www.dpiusa.com .		

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SECTION 1 - COMMODITY INDEX	CORR: 0	Issued: 01Mar2025

C

CARGO, N.O.S.	0000-00-0000
CHEMICALS, VIZ: RELEASE AGENT, N.O.S.	0308-05-1820

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M

MACHINERY AND PARTS, VIZ: MATERIAL HANDLING AND WAREHOUSING,	1301-03-1315
MACHINERY, VIZ: THERMAL PROCESS, N.O.S.	1301-03-2030

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T

THERMAL PROCESS MACHINERY, N.O.S.	1301-03-2030
TRACTOR PARTS, N.O.S.	2018-01-1600

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RULE 1: Scope

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Rules, regulations and rates published herein apply
BETWEEN United States Atlantic, Gulf, Pacific and Great
Lakes Ports, U.S. Territories and Possessions, U.S. Inland
Points AND Worldwide Ports and Points as specified in Rule
1.A and in the Individual Tariff Line Items (TLI's) of this
tariff:

U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD
Boston, MA
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
New Orleans, LA

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

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

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

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RULE 1: Scope (Continued)

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 TLI's.

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 tariff line items 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

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Except as otherwise provided, this tariff names rates applying between USA Ports and Ports and World Ports and Points named herein. Rates to and from World Inland Points apply via Base Port Groups as shown below. USA Ports are shown in Rule 1.

1. North East Asia (NEASIA): Rates apply to and from ports and points in the following countries: Hong Kong, Japan, Korea, Macau, Mongolia, People's Republic of China, Taiwan (Republic of China), and Russia (former USSR). Rates to/from inland points apply via the Northeast Asia Base Port Groups, (NEASIABP), defined as:

PORT GROUP

NEASIABP

BASE PORTS

Hong Kong, HONG KONG
Kobe, Nagoya, Osaka, Tokyo, Yokohama, JAPAN
Busan, REPUBLIC OF KOREA
Dalian, Fuzhou, Shanghai, Shekou, Tianjin, Xiamen (Hsia Men), PEOPLE'S REPUBLIC OF CHINA
Vostochny, RUSSIA (former USSR)
Keelung (Chilung), Kaoshiung, TAIWAN (REPUBLIC OF CHINA)

2. Southeast Asia (SEASIA): Rates apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam. Rates to/from inland points apply via the Southeast Asia Base Port Group (SEASIABP), defined as follows:

PORT GROUP

SEASIABP

BASE PORTS

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RULE 1-A: Worldwide Ports and Points (Continued)

Jakarta, INDONESIA
Port Kelang, Penang, MALAYSIA
Cebu, Manila, PHILIPPINES
Singapore, SINGAPORE
Bangkok, THAILAND

3. South Asia (SOUTHASIA): Rates apply to/from ports and points in the following countries: Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka. Rates to/from inland points apply via the South Asia Base ports (SASIABP), defined as:

PORT GROUP

SOUTHASIABP

BASE PORTS

Chittagong, BANGLADESH
Bombay (Mumbai), Calcutta (Kolkatta), Madras (Chennai),
INDIA
Karachi, PAKISTAN
Colombo, SRI LANKA

4. Australia, New Zealand and Oceania (ANZOCEANIA): Rates apply to/from ports and points in the following countries: Australia, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn Islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, Samoa. Rates to/from inland points apply via the Australia, New Zealand, Oceania Base Port Group (ANZOCEANIABP), defined as:

PORT GROUP

ANZ/OCEANIABP

BASE PORTS

Adelaide, Brisbane, Freemantle, Melbourne, Sydney,
AUSTRALIA

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RULE 1-A: Worldwide Ports and Points (Continued)

Auckland, Christchurch, Lyttleton, Wellington, NEW ZEALAND
Suva, FIJI
Papeete, FRENCH POLYNESIA
Noumea, NEW CALEDONIA
Lae, Port Moresby, PAPUA NEW GUINEA
Apia, SAMOA
Honiara, SOLOMON ISLANDS
Nukualofa, TONGA
Port Vila, VANUATU

5. Middle East (MIDEAST): Rates apply to/from ports and points in the following countries: Bahrain, Iran, Iraq, Jordan Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen. Rates to/from inland points apply via the Mideast Base Port Group (MIDEASTBP), defined as:

PORT GROUP

MIDEASTBP

BASE PORTS

Bahrain, BAHRAIN
Bandar Abbas, Bandare Khomeyni, IRAN
Aqaba, JORDAN
Mina Qabus (Muscat), OMAN
Ad Dawhah (Doha), QATAR
Damman and Jeddah, SAUDI ARABIA
Abu Zaby (Abu Dhabi), Dubayy (Dubai), Fujeirah, Jabal Ali (Jebel Ali), UNITED ARAB EMIRATES
Hodeidah, YEMEN

6. Africa (AFRICA): Rates apply to/from ports and points in the countries shown in the AFRICABP Base Port Group as shown below. Rates also apply to/from all points in the following African countries: Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, Uganda, Western Sahara, Zambia, Zimbabwe; rates to/from inland points in these countries apply via the Africa Base Port Group (AFRICABP), which is defined below. For rates to North African countries, see the Mediterranean (MED) Country and Base Port Group.

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RULE 1-A: Worldwide Ports and Points (Continued)

PORT GROUP

AFRICABP

BASE PORTS

(EAST AND SOUTH AFRICA):

Moroni, COMOROS
Djibouti, DJIBOUTI
Mitsiwa, ETHIOPIA
Mombasa, KENYA
Luderitz and Walvis Bay, NAMIBIA
Toamasina and Toliara, MADAGASCAR
Port Louis, MAURITIUS
Beira, Maputo, Nacal MOZAMBIQUE
Mahe, SEYCHELLES
Berbera, Muqdisho (Mogadishu), SOMALIA
Durban, Capetown, SOUTH AFRICA
Bur Sudan (Port Sudan), SUDAN
Dar Es Salaam, Tanga, Zanzibar, TANZANIA

(WEST AFRICA)

Lobito, Landana (Luanda), ANGOLA
Cotonou, BENIN
Douala, CAMEROON
Praia, CAPE VERDE ISLANDS
Pointe Noire, CONGO
Libreville, Port Gentil, GABON
Banjul, THE GAMBIA
Accra, Sekondi, Takoradi, Tema, GHANA
Conakry, GUINEA
Bissau, GUINEA BISSAU
Abidjan, IVORY COAST
Monrovia, LIBERIA
Nouakchott, MAURITANIA
Lagos, Port Harcourt, NIGERIA
Dakar, SENEGAL
Freetown, SIERRA LEONE
Lome, TOGO
Matadi, DEMOCRATIC REPUBLIC OF THE CONGO

7. Mediterranean (MED): Rates apply to/from ports and

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RULE 1-A: Worldwide Ports and Points (Continued)

points in the following countries: Andorra, Algeria, Azores Islands (Portugal), Canary Islands (Spain), Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Lebanon, Madeira (Portugal), Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Bosnia and Herzegovina, Croatia, Kosovo, Macedonia, Montenegro, Slovenia. Rates to/from inland points apply via the Mediterranean Base Ports Group (MEDBP), defined as:

PORT GROUP

MEDBP

BASE PORTS

Alger (Algiers), ALGERIA
Ponta Delgada, AZORES (Portugal)
Las Palmas, Tenerife, CANARY ISLANDS (Spain)
Dubrovnik, Split, CROATIA
Lemosos (Limassol), CYPRUS
Al Iskandariyah (Alexandria), Bur Sa Id (Port Said), EGYPT
Marseilles, FRANCE
Piraeus (Pireaus), Thessaloniki (Solonika), GREECE
Ashdod, Hefa, ISRAEL
Genova (Genoa), Livorno (Leghorn), ITALY
Bayrut (Beirut), LEBANON
Funchal, MADEIRA ISLANDS (Portugal)
Valletta, MALTA
Port of Bar, MONTENEGRO
Casablanca, Rabat, Tangier, MOROCCO
Leixoes, Lisboa, Oporto, PORTUGAL
Koper, SLOVENIA
Barcelona, Bilbao, Valencia, SPAIN
Al Ladhiqiyah (Latakia), SYRIA
Sfax, Tunis, TUNISIA
Mersin, Izmir, Istanbul, TURKEY

8. Northern Europe (NEUROPE): Rates apply to/from ports and points in the following countries: Austria, Belgium, Bulgaria, Czech Republic, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Greenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Slovakia, Sweden,

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RULE 1-A: Worldwide Ports and Points (Continued)

Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Soviet Republics of Armenia, Azerbaijan, Belorussia (Belarus), Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan. Rates to/from inland points apply via the North Europe Base Port Group (NEUROPEBP), defined as:

PORT GROUP

NEUROPEBP

BASE PORTS

Antwerpen (Antwerp), BELGIUM
Varna, BULGARIA
Aarhus, Copenhagen, DENMARK
Tallinn, ESTONIA
Helsinki, Kotka, Turku, FINLAND
Le Havre, FRANCE
Bremen, Bremerhaven, Hamburg, GERMANY
Baile Atha Cliath (Dublin), Cork, Galway, Waterford, IRELAND (EIRE)
Riga, LATVIA
Klaipeda, LITHUANIA
Amsterdam, Rotterdam, NETHERLANDS
Bergen, Oslo, Stavanger, NORWAY
Gdansk, Gdynia, POLAND
Costanta, ROMANIA
St. Petersburg, RUSSIAN FEDERATION
Goteborg, Malmo, Stockholm, SWEDEN
Belfast, Felixstowe, Glasgow, Grangemouth, Liverpool, London, Southampton, UNITED KINGDOM

9. North America: Rates apply to/from ports and points in Canada and Mexico. Rates to/from points in Canada apply via the Canada Base Port Group (CANADABP) as shown below. Rates to/from inland points in Mexico apply via the Mexico Base Ports (MEXICOBP), as shown below:

PORT GROUP

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RULE 1-A: Worldwide Ports and Points (Continued)

CANADABP

BASE PORTS

St. Johns, Newfoundland, CANADA
Charlottetown, Prince Edward Island, CANADA
Halifax, Nova Scotia, CANADA
Saint John, New Brunswick, CANADA
Montreal, Quebec, Quebec, CANADA
Toronto, Ontario, CANADA
Vancouver, British Columbia, CANADA

PORT GROUP

MEXICOBP

BASE PORTS

Tampico, Veracruz, MEXICO
Lazaro Cardenas, Manzanillo, Salina Cruz, MEXICO

10. Central America (CAMERICA): Rates apply to/from ports and points in the following Central American countries: Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama. Rates to/from inland points apply the Central America Base Port Group (CAMERICABP), defined as:

PORT GROUP

CAMERICABP

BASE PORTS

Belize City, BELIZE
Puerto Limon, COSTA RICA
San Jose, Santo Tomas de Castilla, GUATEMALA
Puerto Henecan, Puerto Cortes, HONDURAS
Corinto, Managua, NICARAGUA
Balboa, Cristobal, Panama City, PANAMA

11. Caribbean Islands (CARIBBEAN): Rates apply to/from

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RULE 1-A: Worldwide Ports and Points (Continued)

ports and points in the Caribbean Island Countries named in the Caribbean Base Port Group. Rates to/from inland points apply via the Caribbean Base Port Group (CARIBBEANBP), defined as:

PORT GROUP

CARIBBEANBP

BASE PORTS

St. Johns, ANTIGUA AND BARBUDA
Oranjestad, ARUBA
Freeport, Nassau, BAHAMAS
Bridgetown, BARBADOS
Hamilton, BERMUDA
Tortola, BRITISH VIRGIN ISLANDS
Georgetown, CAYMAN ISLANDS
Willemstad, CURACAO
Roseau, DOMINICA
Santo Domingo, DOMINICAN REPUBLIC
Saint Georges, GRENADA
Pointe a Pitre, GUADELOUPE
Port Au Prince, HAITI
Kingston, Montego Bay, JAMAICA
Fort de France, MARTINIQUE
Plymouth, MONSTSERRAT
Philipsburg, SINT MAARTEN
Basseterre, ST KITTS/NEVIS
Castries, ST. LUCIA
Kingstown, ST. VINCENT AND THE GRENADINES
Grand Turk Island, TURKS AND CAICOS ISLANDS
Port of Spain, TRINIDAD

12. South America (SAMERICA): Rates apply to/from ports and points in the following South American countries: Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela. Rates to/from inland points apply via the South America Base Port Group (SAMERICABP), defined as:

PORT GROUP

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RULE 1-A: Worldwide Ports and Points (Continued)

SAMERICABP

BASE PORTS

Buenos Aires, ARGENTINA
Fortaleza, Santos, Sao Paulo, Rio de Janeiro, BRAZIL
Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas,
Talcahuano, Tocopilla, Tocopilla, CHILE
Barranquilla, Buenaventura, Cartagena, Santa Marta,
COLOMBIA
Guayaquil, ECUADOR
Cayenne, FRENCH GUIANA
Georgetown, GUYANA
Asuncion, PARAGUAY
Callao, PERU
Paramaribo, SURINAME
Montevideo, URUGUAY
La Guaira, Maracaibo, Puerto Cabello, VENEZUELA

Rates also apply to/from ports and inland points named in
the individual tariff items (TLI's) of this tariff.

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RULE 1-B: Intermodal Service

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Intermodal through rates apply from and to points in the U.S. states listed below only as specified in individual tariff line items.

1. U.S. IPI origin and destination states, and grouping:

Alabama	AL	Nebraska	NE
Arizona	AZ	Nevada	NV
Arkansas	AR	North Carolina	NC
		North Dakota	ND
California	CA	New Hampshire	NH
Colorado	CO	New Jersey	NJ
Connecticut	CT	New Mexico	NM
		New York	NY
Delaware	DE		
		Ohio	OH
Florida	FL	Oklahoma	OK
		Oregon	OR
Georgia	GA		
		Pennsylvania	PA
Idaho	ID		
Illinois	IL	Rhode Island	RI
Indiana	IN		
Iowa	IA	South Carolina	SC
		South Dakota	SD
Kansas	KS		
Kentucky	KY	Tennessee	TN
		Texas	TX
Louisiana	LA		
		Utah	UT
Maine	ME		
Maryland	MD	Vermont	VT
Massachusetts	MA	Virginia	VA
Michigan	MI		
Minnesota	MN	Washington	WA
Mississippi	MS	West Virginia	WV
Missouri	MO	Wisconsin	WI
Montana	MT	Wyoming	WY

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RULE 2: Application of Rates and Charges

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

1. Rates published in this Tariff are stated in terms of U.S. Currency 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.

All freight rates and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided.

Rates 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) rates 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.

The "Point" rates named in this Tariff are applicable from Inland Points which lie beyond port terminal areas. Such rates will be shown as single-factor through rates.

Such rates shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) but not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the

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RULE 2: Application of Rates and Charges (Continued)

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 rate provided for the highest rated articles contained therein.
4. Rates as published herein 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 rates in this Tariff are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
7. The rates shown in this Tariff except where predicated

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RULE 2: Application of Rates and Charges (Continued)

on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

8. Except as otherwise provided, rates published in this Tariff apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the applicable Cargo, N.O.S. rate shall be applied.
9. Wherever rates are provided for articles named herein, the same rate will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific rates are provided for such parts.
10. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."
11. When a commodity can properly be carried under more than one tariff item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the rate of the end use commodity, eg:

Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, N.O.S." rather than Rubber Goods, Textiles, etc.

The above does not apply in cases where there is a specific tariff rate for the commodity in question, eg: If the tariff contains a rate for Rubber Gloves, then this rate will apply - and NOT the Gloves, N.O.S. rate.
12. When two or more rates may be applicable to a given

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RULE 2: Application of Rates and Charges (Continued)

shipment and one rate is more specific than the others, the most specific rate shall apply.

One rate is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Pineapple is more specific than Canned Fruit or Canned Goods, N.O.S.

A rate from/to a specific destination is more specific than a rate to/from a geographic range or zone,

Examples:

A rate from New York, NY is more specific than a rate from Atlantic and Gulf Base Ports (AGBP).

A rate to Yokohama, Japan is more specific than a rate to Japan Base Ports (JBP).

13. 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.

14. TYPES OF SERVICE PROVIDED

CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.

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.

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RULE 2: Application of Rates and Charges (Continued)

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.

15. SERVICE OPTIONS:

- a. The following service types are available and pertain to rates contained 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.

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RULE 2: Application of Rates and Charges (Continued)

Door Service is applicable only where specifically provided in the individual TLIs, or where specified in an Inland Rate Table.

Ocean Port (O)

Ocean Port rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.

- b. Any combination of the above services may be offered/filed, 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.

RIFI Service, from Asia to USA

The term RIFI 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.

16. ADVANCED CHARGES

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<p><u>RULE 2: Application of Rates and Charges (Continued)</u></p> <p>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.</p>		
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RULE 2-004: DETENTION & DEMURRAGE DISPUTE RESOLUTION POLICY

Effective: 06Jan2025 Thru: Expires: Publish 06Jan2025 Amend: IC

Carrier is a non-vessel-operating common carrier (NVOCC) operating under the U.S. Federal Maritime Commission's regulations with a published tariff in compliance with 46 CFR Part 520.

In compliance with 46 CFR 541.6(d), questions or requests for fee mitigation, refund, or waiver in connection with detention and demurrage billing may be directed to Carrier at the following contact:

MORITZ GBORGLAH
MORITZ.GBORGLAH@SUPPLYX.INFO
Tel: 49-40-6461-7873

Questions or requests for fee mitigation, refund, or waiver in connection with detention and demurrage billing must include the following: 1) invoice number; 2) container number, 3) bill of lading number (or booking number, if applicable), 4) reason for dispute, for example, incorrect free time; incorrect rate; incorrect date(s); or operational issue; and 5) documentation supporting the reason for dispute.

Pursuant to 46 CFR 541.8, requests for fee mitigation, refund, or waiver in connection with detention and demurrage billing must be submitted to Carrier in writing within 30 calendar days from the invoice issuance date. Carrier will attempt to resolve requests within 30 calendar days of receipt of such a request or at a later date as agreed upon by both parties.

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<p>RULE 2-005: DETENTION & DEMURRAGE POLICY: PASS-THROUGH BASIS</p> <p>Effective: 06Jan2025 Thru: Expires: Publish 06Jan2025 Amend: IC</p> <p>All detention and demurrage charges as invoiced by the underlying ocean common carrier are passed through to the relevant shipper. Carrier shall provide a true copy of each detention and demurrage invoice made by the underlying ocean common carrier.</p> <p>Carrier is a non-vessel-operating common carrier (NVOCC) operating under the Safe Harbor provision of The Shipping Act of 2022 - Public Law 117-146, which provides that an NVOCC that passes through to the relevant shipper a detention and demurrage invoice made by the underlying ocean common carrier, and is not otherwise found to be responsible for the charges by the U.S. Federal Maritime Commission (FMC), shall not be subject to penalties or refund requirements issued by the FMC rather the underlying ocean common carrier shall be subject to any penalties or refund requirements issued by the FMC.</p>		
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<p>RULE 2-006: CHARGES NOT UNDER CONTROL OF UNDERLYING OCEAN COMMON CARRIER</p> <p>Effective: 06Jan2025 Thru: Expires: Publish 06Jan2025 Amend: IC</p> <p>Carrier is a non-vessel-operating common carrier (NVOCC) operating under the U.S. Federal Maritime Commission's regulations with a published tariff in compliance with 46 CFR Part 520.</p> <p>Carrier may pass through charges from underlying ocean common carriers to the relevant shipper at cost (hereinafter referred to as "Pass-Through Charges") in accordance with 46 CFR 520.7(h) which provides: NVOCCs may pass through charges received from ocean common carriers for terminal services, canal tolls, additional charges, or other provisions which are not under the control of the ocean common carrier or conferences and for which the NVOCC merely acts as a collection agent. The charges or categories of charges must be clearly listed in the NVOCC's tariffs and not marked up above cost.</p> <p>The names or categories of these Pass-Through Charges will be clearly listed in Carrier's tariff rules, tariff rate items (TRIs), Negotiated Rate Arrangements (NRAs), or NVOCC Service Arrangements (NSAs), as applicable.</p>		
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<p><u>RULE 2-010: Packing Requirements</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p>		
<ol style="list-style-type: none"> 1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable 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 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. Old marks must be removed or effaced. 		
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<p><u>RULE 2-020: Diversion By Carrier</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>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:</p> <ol style="list-style-type: none"> 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 points enroute between carrier's discharging terminal and carrier's delivery terminal provided the rates are nto 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. <p>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 freight rates applicable to the port of destination named in the bill of lading shall be assessed.</p> <p>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 increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.</p>		
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RULE 2-030: Mixed Commodity Rates

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Mixed Commodities

Commodity Items in Number Series 99XX-XX-XXXX, "Mixed Commodities" shall consist of a minimum of two of the named items, no one of which exceeds 90% of the total weight or cube of the shipment.

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RULE 2-040: Container Capacity

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Where rules or rates make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as shown below regardless of the actual capacity.

A. For Dry Containers (Subject to Note 1):

SIZE (IN FEET)			INSIDE CUBIC CAPACITY
W	H	L	
8'	x 9'6"	x 45'	85.94 cbm (3035 cft)
8'6"	x 8'6"	x 45'	78.13 cbm (2759 cft)
8'	x 9'6"	x 40'	76.42 cbm (2699 cft)
8'	x 9'	x 40'	72.21 cbm (2550 cft)
8'	x 8'6"	x 40'	67.70 cbm (2391 cft)
8'	x 8'	x 40'	63.80 cbm (2253 cft)
8'	x 8'6"	x 20'	33.41 cbm (1180 cft)
8'	x 8'	x 20'	31.26 cbm (1104 cft)

B. For Reefer Containers (Subject to Note 1):

SIZE (IN FEET)			INSIDE CUBIC CAPACITY
W	H	L	
8' x	8'	x 20'	25.7 cbm
8' x	8'6"	x 20'	28.1 cbm
8' x	9'6"	x 40'	65.89 cbm
8' x	9'	x 40'	59.52 cbm
8' x	8'6"	x 40'	55.45 cbm

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 various States of the U.S.A.

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<p><u>RULE 2-050: Shipper Furnished Containers</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>In lieu of the carrier furnished containers, shippers may offer cargo for ocean transportation in shipper furnished containers subject to the following provisions: -</p> <p>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.</p> <p>B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carriers vessel prior to loading the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.</p> <p>C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.</p> <p>D. Shipper furnished containers will be accepted only at loading ports CY and delivered only at destination CY.</p> <p>E. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdership of the container offered for shipment.</p>		
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RULE 2-060: Measurement And Weight

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic metre 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 centimetre 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 centimetre above.

3. Calculating Cubic Measurements

The three dimensions in centimetres (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic metres 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

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RULE 2-060: Measurement And Weight (Continued)

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 remeasuring. If such outturn reweighing, remeasuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, remeasuring and/or resurveying shall be for the account of the cargo.

6. RATES APPLICABLE PER EACH 100 LBS OR 1 CUBIC FOOT

Rates published herein may also be based on 100 pounds (lbs) or and 1 cubic foot respectively. The rate basis for these rates will be shown as EACH and will be defined in notes filed with the tariff rate item. Freight charges for these rates will be computed on the gross weight or the overall measurement of the pieces or packages, whichever

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RULE 2-060: Measurement And Weight (Continued)

computation produces the greater revenue to the Carrier. Measurement and weight for these rates will be as follows:

- A. All packages will be measured in INCHES and weight in POUNDS.
- B. Rounding off- Dimensions
Where parts of an inch occur in dimensions, such parts below 0.5" are to be ignored, and those of 0.5" and over are to be rounded off to the inch above.
- C. Calculating Cubic Measurements
The three dimensions in cubic feet (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic feet 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.

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RULE 2-070: Overweight Containers

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

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 account of cargo.

The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the ocean carrier transporting the shipment, its agents and the motor/rail carrier(s), harmless from any and all damages or liability from claims by whomever brought arising in whole or in part from the shipment exceeding any lawful weight limitation. Such indemnification shall include attorneys' fees and all costs incurred in the defense of such claim(s).

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RULE 2-080: Shipper's Load And Count

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

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 clausued, 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 flatrack type containers.
- 2) Any discrepancy in count or concealed damage to articles.

Except as otherwise provided, shipments destined to more than one port of discharge may not be loaded by 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 and 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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<p>RULE 2-090: Diversion of Cargo (By Shipper or Consignee) Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>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:</p> <p>A. Definition of Diversion:</p> <p>A 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.</p> <p>B. Conditions:</p> <ol style="list-style-type: none"> 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 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 		
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<p><u>RULE 2-090: Diversion of Cargo (By Shipper or Consignee) (Continued)</u></p> <p>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.</p> <p>5. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination to which diverted in accordance with tariffs on file with the FMC.</p> <p>6. Diversion charges or administrative charge are payable by the party requesting the diversion.</p>		
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RULE 2-100: Mixed Shipments

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1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity rate applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
2. Single shipments which consist of articles subject to two or more different commodity rates, when articles subject to such different rates are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity rate applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
3. Where different scales of rates are provided for shipments of different weights, apply on each article the rate which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment. Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of rates, will be charged for at the lowest rate applicable to any article in the shipment.
4. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity rate applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the rates used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

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<p><u>RULE 2-110: Restricted Articles</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Unless otherwise specified in tariffs making reference hereto, the following articles of property will not be accepted for transportation nor as premiums accompanying other articles.</p> <ol style="list-style-type: none"> 1. Ammunition, small arms and high explosive shells. 2. Animals, live, domestic or wild (including pets) or ostriches. 3. Bank bills, coin or currency; deed, drafts, notes or valuable papers of any kind; jewelery; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; or other articles of extraordinary value. 4. Corpses or cremated remains. 5. Decorations, viz: bushes, Christmas trees, plants or trees, natural, preserved. 6. Eggs, viz: Hatching. 7. Fireworks of any description. 8. Freight transported in bulk (Not packaged). 9. Fruit or Vegetables, viz: fresh. 10. Meats, fresh; poultry or rabbits, dressed. 11. Nursery stock. 12. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl). 13. Silver articles or ware, sterling. 14. Livestock. 15. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for 		
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RULE 2-110: Restricted Articles (Continued)

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.

16. 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.
17. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
18. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

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<p><u>RULE 2-120: Freight All Kinds (FAK)</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>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 individual Commodity Item.</p>		
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<p>RULE 2-130: ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM</p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: IC</p> <p>Different levels of Service are offered by the Carrier as shown below and in Rule 2-140. Unless otherwise specified in the individual rate item, Rates are applicable for "Regular Service."</p> <ol style="list-style-type: none"> 1. Regular - Shipper accepts transit time as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Regular service rates are shown in this tariff, unless otherwise specified. 2. Premium - see rule 2-131. 3. Economy - Shipper/Consignee requests carrier 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 2-131: PREMIUM SERVICE

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Shippers may request (if shipment is "Eligible", as defined below) Carrier's PREMIUM SERVICE subject to these terms and conditions and payment of a specified rate per container as provided in tariff rate items herein.

PREMIUM SERVICE is defined as service that provides access to faster vessel services from port of loading to port of discharge, priority discharge, or expedited rail services at destination, depending on the trade lane and availability. Carrier will make its best effort to give shipments moving under PREMIUM SERVICE priority over shipments not moving under PREMIUM SERVICE. Carrier provides additional tracing and monitoring for PREMIUM SERVICE shipments.

Shipments are considered "Eligible" when:

- A. Shipper provides all necessary and required documentation to Carrier before vessel cut-offs, and all cargo is cleared by origin regulatory authorities, customs or vessel operators for loading on the specific voyage and vessel per Carrier's underlying ocean carrier assignment.
- B. Premium service is only available for shipments moving carrier provided standard dry containers.
- C. Cargo must be released timely by customs and all government agencies to be eligible for priority discharge and expedited rail services at destination.

Carrier does not undertake that cargo shall arrive at the port of discharge or place of delivery at any particular time, or to meet any particular market or use. Acceptance of a request for PREMIUM SERVICE is not a guarantee that containers will be available for pick-up within a specified period of time, or that any container will be delivered within any specific time frame.

Shipper agrees to pay a specified rate per container as noted in tariff rate items in order to be eligible for this service. Such rates may also be subject to a PREMIUM SERVICE SURCHARGE as noted with tariff rate items.

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<p><u>RULE 2-131: PREMIUM SERVICE (Continued)</u></p> <p>Actual provision of cargo, equipment, and services is subject to final acceptance by the underlying ocean carrier and availability of equipment or vessels.</p> <p>Rates that specify PREMIUM SERVICE apply via may be restricted to a specifically named underlying ocean carrier when this is noted in the tariff rate item.</p> <p>NOTES: 1. Only tariff rate items specified as PREMIUM SERVICE are subject to this tariff rule.</p>		
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<p>RULE 2-140: ALTERNATE RATE/SERVICE LEVELS: CARRIER SPECIFIC</p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: IC</p> <p>Different levels of service are offered by the Carrier as defined in Rule 2-130 and below. Unless otherwise specified in the individual rate item, rates are applicable for "Regular Service."</p> <p>a. Regular - Shipper accepts service as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Carrier may utilize any underlying ocean, motor, rail or air carrier, at its sole option. Regular service rates are shown in this tariff, unless otherwise specified.</p> <p>b. Carrier Specific - Shipper/Consignee requests Carrier-Specific service, and Carrier provides a freight rate for service applicable only when a specifically named ocean carrier is used. Rates applicable to Carrier-Specific service will be noted in the individual tariff rate items with the name of the underlying ocean carrier. Shipper/Consignee must request Carrier-Specific service at the time of shipment, or Shipper/Consignee must instruct carrier to provide Carrier-Specific service for all shipments of specific tariff line items. Carrier-Specific rates may apply for premium service as defined in Rule 2-131.</p>		
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<p><u>RULE 2-150: DOCUMENTATION FEES</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Except as otherwise provided in tariff rate items, all shipments will be subject to the following:</p> <p>Documentation Fee: USD 55 per B/L</p>		
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RULE 2-160: AMS CHARGES

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Except as otherwise provided in tariff rate items, in addition to the documentation charges currently in effect under this tariff the following will apply to all shipments to destinations in the USA:

1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non- U.S. port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. The amount of the charge shall be:

Cargo Declaration Data Charge (CDDC)
US\$30 per bill of lading

2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be:

Amendment Fee
US\$ 40 per correction

3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.

4. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

5. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and U.S. customs as follows:

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RULE 2-160: AMS CHARGES (Continued)

If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any all costs incurred by Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.

6. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill".

7. Cargo Declaration Data Charge (CDDC) may also be referred to as AMS Fee or AMS Charge.

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RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA (CDDC)

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

See Rule No. 2-150 (Documentation Fees) and Rule No. 2-160 (AMS Charges) for assessorial charges to apply pursuant to this rule.

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,' 'Cargo, N.O.S.,' '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.

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RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA (CDDC) (Continued)

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 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.

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RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA (CDDC) (Continued)

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

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RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA (CDDC) (Continued)

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 containerload cargo containing shipments by more than one Shipper.

G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 and 2-160 for charges to apply.

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<p><u>RULE 2-170: SUBMISSION OF CARGO DECLARATION DATA (CDDC) (Continued)</u></p>		
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RULE 2-180: ACE/AES/SED HANDLING FEE

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Except as otherwise provided in tariff rate items (TRIs) the following will apply on all shipments from or via US Ports (US Exports):

1. ACE/AES/SED Handling Fee

When Carrier files electronic export information (EEI) with the Automated Commercial Environment (ACE) Automated Export System (AES) of the US federal government covering shipments from US ports, such service will be provided a fee of \$100 per EEI filing, for account of the shipper. EEI was previously called "AESDirect", "Shipper's Export Declaration" or "SED."

2. Amendments By Shipper

Shipper amendments of the declaration of the Bill of Lading will only be accepted if such amendments are in conformity with the shipper's EEI or supported by an EEI showing the words "Correction Copy". Each amendment will be assessed a handling fee of \$100 for account of the shipper.

3. Timely Filing

The Shipper or his Forwarder shall be liable for and shall hold the Carrier harmless from any loss, damage, delay expense or liability incurred by or levied upon the Carrier or the goods by reason of non-compliance with Customs or other regulations, including regulations of underlying ocean carrier, resulting from late presentation of the shipper's EEI, including fines or penalties incurred by Carrier which shall in all cases be for account of the shipper.

4. MEAT AND POULTRY EXPORT CERTIFICATES

U.S. Customs regulations requires the filing and/or submission of Meat Export Certificate/s for shipments of meat, meat by-products and poultry including edible tallow destined to foreign country/ies. This certificate must be submitted to the carrier prior to receipt of cargo at any port/point of loading as named in the scope of this tariff (See Rule 1) . The shipper or his

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RULE 2-180: ACE/AES/SED HANDLING FEE (Continued)

authorized representative shall hold the carrier harmless on the goods by reason of non-compliance with Customs regulations.

5. EXPORT FRUIT CERTIFICATE

- a. Pursuant to the Export Apple and Pear Act and the Export Grape and Plum Act, every shipment of apples, pears and grapes must be accompanied by a U.S. Department of Agriculture Certificate certifying that the fruit being exported is in compliance with all regulations.
- b. Certificates must accompany the shipment and be presented to the Carrier prior to loading.
- c. Shippers or their agents shall be responsible for any act or omission on their part which causes a fine or other penalty to be assessed against the Carrier.

6. MOTOR VEHICLES

Carrier shall not load to the vessel any motor vehicle without receipt of a valid Shipper's EEI and copy of vehicle title in good order. Motor Vehicles include automobiles, mini-vans, pick-up trucks, and all other wheeled vehicles.

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<p><u>RULE 2-190: EU ENTRY SUMMARY DECLARATION CHARGE (ENS)</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Except as otherwise provided in tariff rate items (TRIs) and herein, the following will apply on all shipments from US Ports and Points to or via Northern Europe (NEUROPE).</p> <p>EU Entry Summary Declaration Charge (ENS) USD 25 per Bill of Lading USD 40 per Amendment, see note 4.</p> <p>NOTES:</p> <ol style="list-style-type: none"> 1. The ENS is applicable to all shipments to or via any European Union (EU) Port, and also to FROB cargo (Foreign Cargo Remaining on Board), i.e. cargo which is discharged at a port outside Northern Europe after the vessel has called at a port in Northern Europe. 2. Shipper's are responsible to provide complete and accurate ENS data elements as required by the European Union. 3. ENS must be prepaid, unless otherwise prior consent is given by the carrier. 4. In the event that Carrier is required to correct cargo declaration information previously submitted to EU Customs due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the EU Customs that must be corrected. The amendment fee shall be charged each time a submission is corrected. 5. European Union (UN) Ports include all ports in the following countries: France, Germany, The Netherlands, Belgium, Luxembourg, Republic of Ireland, United Kingdom, Denmark, Finland, Sweden, Austria, Estonia, Latvia, Lithuania, Poland, Czech Republic, Hungary, Slovakia. 6. In addition to above charges, any other cost/charges incurred from the ENS filing, including additional ENS filing fees as imposed by underlying ocean carriers, will be for the account of cargo. 		
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RULE 2-200: JAPAN ADVANCE MANIFEST FILING RULES FEE (AFR)

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

The following fees are applicable for all cargo from USA
to/via Japan:

1. Japan Advance Manifest Filing Rules Fee (AFR):

In the event Carrier submits advance cargo declaration data to the Japan Customs, an ADVANCE MANIFEST FILING RULES FEE (AFR FEE) shall be payable to Carrier for each bill of lading issued by Carrier. The amount of the fee shall be:

AFR FEE
USD 30 per bill of lading

2. In the event Carrier is required to correct cargo declaration information previously submitted to the Japan Customs due to an error or submission on the part of Shipper or its agent, Shipper must pay Carrier an amendment fee for each submission to the Japan Customs that must be correct. The amount of the AMENDMENT FEE shall be charged each time a submission is corrected, and shall be:

AFR AMENDMENT FEE
USD 40 per bill of lading

3. SUBMISSION OF CARGO DECLARATIONS DATA TO JAPAN CUSTOMS

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

Pursuant to the Japan Advance Filing Rules on Maritime Container Cargo Information, effective March 9, 2014, Carrier is required to submit to Japan Customs certain cargo declaration data for all cargo on board a vessel that will call at a port in Japan, not later than 24 hours before departure of the vessel from the port of loading. In order to enable Carrier to comply with this requirement, any person tendering cargo to Carrier that will be discharged in Japan must submit the following data regarding such cargo to Carrier in writing (including by electronic transmission) not later than 48 hours prior to loading.

1. A precise description of the cargo and total gross weight of the cargo or, for a sealed container, the shipper's declared description and total gross weight of the cargo. Generic descriptions such as "FAK," "General

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RULE 2-200: JAPAN ADVANCE MANIFEST FILING RULES FEE (AFR) (Continued)

Cargo," "Chemicals," "Foodstuffs," and "Said to Contain"
are NOT acceptable descriptions;

2. The quantity of cargo, expressed in the lowest external
packaging unit (e.g., a container containing 10 pallets
with 200 packages shall be described as 200 packages);

3. The six-digit Harmonized System Code under which the
cargo is classified;

4. Shipper's complete name, address, telephone number, and
country code;

5. Complete name, address, telephone number, and country
code of the consignee;

6. Complete name, address, telephone number, and country
code of the notify party;

7. Internationally recognized hazardous material/United
Nations Dangerous Goods (UNDG) identifier code when such
materials are being shipped;

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

B. FAILURE TO PROVIDE DATA; DENIAL OF PERMISSION TO LOAD
CARGO.

1. In the event Carrier fails to provide the required cargo
declaration data to Japan Customs for all cargo to be
loaded on its vessel within the time period required by the
Japan Customs' rules it may be, among other things,
assessed criminal and/or civil penalties (including
monetary fines), denied permission to unload the cargo for
which data 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 the
data required by paragraph A 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 by the Shipper of data required by this rule
and/or by the rules of Japan Customs, or which is not
loaded pursuant to the instructions of Japan Customs

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RULE 2-200: JAPAN ADVANCE MANIFEST FILING RULES FEE (AFR) (Continued)

(regardless of whether or not the required data 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 attorneys' fees) incurred in connection with such legal action.

C. INDEMNIFICATION OF CARRIER.

If Carrier is assessed a civil penalty, or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, non-vessel operating common carriers, and their agent(s) that failed to provide the data required by this rule and/or by the rules of Japan Customs in a complete, accurate and timely manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by the Carrier as a result of the denial of permission to unload 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 attorneys' fees) incurred in connection with such legal action.

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<p>RULE 2-210: EUROPEAN UNION EMISSIONS TRADING SYSTEM (EU ETS) Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Except as otherwise provided herein and in tariff rateitems (TRIs), the following European Union (EU) EmissionsTrading Surcharge (ETS) shall apply for all shipmentsto/from European Union/Europe, Mediterranean, Middle East, and Africa from/to USA Ports and Points:</p> <p>EUROPEAN UNION EMISSIONS TRADING SYSTEM (EU ETS) Effective: 01Jan2024 FCL: EUR 200 per container LCL: EUR 200 per W/M</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. European Union/Europe, Mediterranean, Middle East, and Africa are those defined in Rule 1-A, items 5, 6, 7, and 8. 2. FCL charge applicable on all container types and sizes. 3. LCL charge applicable on all cargo not rated on a per container basis. 4. EU Emissions Trading System (EU ETS) is also known as ETS Surcharge, EU Innovation Surcharge (EUIS), Carbon Emission Trading System Surcharge, New Emission Fee (NEF). 		

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<p><u>RULE 3: Rate Applicability Rule</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>The tariff rates, rules and charges applicable to a given shipment must be those published and in effect when the cargo is received by the ocean carrier or its agent (including originating carriers in the case of rates for through transportation). A shipment shall not be considered as "received" until the full bill of lading quantity has been received.</p>		
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<p><u>RULE 4: Heavy Lift</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 5: Extra Length</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 6: Minimum Bill of Lading Charges</p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>The minimum charge per Bill of Lading, unless otherwise provided, shall be the charge for one ton of the commodity being shipped, exclusive of all surcharges.</p>		
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RULE 7: Payment of Freight Charges

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

A. CURRENCY

Rates 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 rates and charges as required.

B. PAYMENT IN U.S. DOLLARS

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

C. METHODS OF PAYMENT

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

D. PREPAID FREIGHT

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

E. 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

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RULE 7: Payment of Freight Charges (Continued)

prior to release of cargo or any portion thereof.

F. 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.

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RULE 8: Bill(s) of Lading

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Carrier's bill of lading includes the following clauses on its front side:

Received by Carrier for shipment by ocean vessel between port of loading and port of discharge, and for arrangement or procurement of pre-carriage from place of receipt and on carriage to place of delivery, where stated above, the goods as specified above in apparent good order and condition unless otherwise stated, The goods to be delivered at the above mentioned port of discharge or place of delivery, whichever is applicable, subject always the exceptions, limitations, conditions and liberties set out on the reverse side hereof, to which the shipper and/or Consignee agree to accepting the Bill of Lading.

IN WITNESS WHEREOF three (3) original Bills of Lading have been signed, not otherwise stated above, one of which being accomplished the other shall be void.

For terms and conditions of Carrier's bill of lading, as printed on its reverse side, please see Rule 8-010 (B/L Terms 1-10) and Rule 8-020 (B/L Terms 11-20).

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RULE 8-010: BILLS OF LADING: TERMS 1-10

Effective: 05Feb2025 Thru:

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TERMS AND CONDITIONS

1. DEFINITIONS:

"Vessel" means the intended Ocean Vessel named on the front hereof and any vessel, craft, lighter or other means of conveyance which is or shall be substituted in whole or in part by the Carrier and also includes any other Vessels onto which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage covered by this Bill of Lading or any part thereof.

"Carrier" means SUPPLYX GMBH, acting as a non-vessel operating common carrier, as defined under the Shipping Act of 1984, 46 App. U.S.C. § 1702(17)(B).

"Merchant" includes 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 lenders and factors.

"Container" includes container, flat, pallet and any other receptacle for Goods (excluding a ship, a rail or road vehicle or an aircraft but including a trailer towed or intended to be towed by a road vehicle) supplied or intended to be supplied by or on behalf of the carrier or the carriage of cargo.

"Charges" includes freight, demurrage, and all expenses and monetary obligations incurred and payable by the Merchant.

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

"Place of Receipt", "Intended Port of Loading", "Intended Port of Discharge" and "Intended Place of Delivery", means respectively the place of receipt, port of loading (ocean vessel), port of discharge (ocean vessel) and place of delivery nominated on the front hereof.

"Goods" means the whole or any part of the cargo described on the fact of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well.

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RULE 8-010: BILLS OF LADING: TERMS 1-10 (Continued)

2. CLAUSE PARAMOUNT:

A. To and from non-United States Ports. As far as this Bill of Lading covers the Carriage of Goods by sea to and from non-United States ports by the Carrier and any Participating Carrier, the Contract evidenced in this Bill of Lading shall have effect subject to the Hague-Visby Rules, if and as enacted in the country of shipment and any legislation making those Rules compulsorily applicable to this Bill of Lading shall be deemed incorporated herein and made part of this Bill of Lading contract. When no such enactment is in force in the country of shipment, the Hague-Visby Rules will apply. The Hague-Visby Rules shall also govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier. The Hague-Visby Rules shall also apply to the Carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways.

B. To or From United States Ports. If the Carriage called for in this Bill of Lading is a shipment to or from the United States, the liability of the Carrier shall be exclusively determined pursuant to COGSA; the Pomerene Act [49 U.S.C. §80101 et. seq.] for both export and import cargo moving to/from the United States; and Article 7-301 of the Uniform Commercial Code. The provisions cited in the Hague Rules and COGSA shall also govern before the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier.

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

3. LIMITATION OF LIABILITY: Insofar as loss of or damage to or in connection with the Goods is caused during the part of the custody or carriage, such compensation shall be

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calculated as follows:

A. Where the Hague-Visby Rules apply hereunder by national law by virtue of clause 2, the Carrier's liability shall in no event exceed the amounts provided in the applicable national law.

B. Where Carriage includes Carriage to, from or through a port in the United States of America and US COGSA applies by virtue of clauses 2, Carrier shall not in any event be or become liable in an amount exceeding US\$500 per Package or customary freight unit.

C. Where the British International Freight Association (BIFA) rules apply by virtue of clauses 2, Carrier's compensation shall not exceed the limitation of liability of 2 SDR per kilo of the gross weight of any Goods lost or damaged by reference to the invoice value of the Goods plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

IF NO LIMITATION AMOUNT IS APPLICABLE UNDER ANY OF THE ABOVE RULES OR LEGISLATION, THE LIMITATION SHALL BE US\$500 PER PACKAGE OR CUSTOMARY UNIT.

4. CARRIER'S RESPONSIBILITY:

A. PORT TO PORT SHIPMENT: Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge. Notwithstanding the above where the Space(s) entitled "Place of Receipt" and/or "Place of Delivery" on the face hereof are completed, the contract contained in or evidenced by this Bill of Lading is for through transportation from and/or to the place(s) so named and the Carrier's responsibility shall then commence at the time when the Goods are delivered at the Place of Delivery so named (if any) and/or terminate when the Goods are delivered at the Place of Delivery so named (if any). The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with other for transport, storage, handling or any other services in

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respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent, enter into contracts with other on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

B. COMBINED TRANSPORT:

(1) The carrier acts as agent for Merchant with regard to procuring inland and ocean transportation. If, for any reason, it is adjudged that the Carrier was not acting as the Merchant's agent, then in addition to the defenses and limitation of liability permitted to the Carrier by law and by this bill of lading, the Carrier shall also have the benefit of all defenses available to the participating carrier(s) by law and by the terms of its or their contracts of Carriage and tariffs, all of which shall be deemed incorporated in this bill of lading, as applicable and with respect to inland transportation of the Goods, Carrier will be afforded all of the defenses according to the provisions of any International Convention or national law which is compulsorily applicable in the country, where the inland transportation took place or, if no such law or convention is applicable, then according to the Participating Carrier's contracts of carriage and/or tariffs, if any.

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

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

(a) The Carrier shall be entitled to rely upon all exclusions of liability under the rules or legislation that would have applied under 2 (A) (B) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA).

(b) Where under (1) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable have contributed to the loss or damage.

(c) Where the Hague Rules (or any legislation applying such rules or Hague-Visby Rules such as COGSA) is not compulsorily applicable the Carrier's liability shall not

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exceed US \$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.

(d) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered, or, if there is no such price, according to the current market price be reference to the normal value of the Goods of the same kind and quality, at such place and time.

(ii) Where the stage of Carriage where the loss or damage occurred can be proved:

(A) The liability of the Carrier shall be determined by the provisions contained in any international convention of national law of the country which provisions,

1. cannot be departed from by private contract to the detriment of the Merchant; or

2. would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document must be issued in order to make such international convention or national law applicable, and,

(B) Where neither (A) 1 nor (A) 2 above shall apply any liability or the Carrier shall be determined by Clause 2, 3, and 4 above and applicable sections and subsections therein.

C. DELAY, CONSEQUENTIAL LOSS: Except as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

D. AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT: The Carrier's liability may be increased to higher value by a declaration in writing of the value of the Goods by the Merchant upon delivery to the Carrier of the Goods for shipment. Such higher value being inserted on the front of this Bill of Lading in the space provided for and, if required by the Carrier, extra freight paid in such case. If the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such

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declared value.

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

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

5. REFRIGERATED CARGO: Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, derangement, breakdown, or stoppage of the refrigeration ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or Container, provided that Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the special hold or Container in an efficient state. Merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. It is understood that it is impossible to maintain exact temperature continuously and that the Carrier shall exercise due diligence to carry goods at plus or minus 2.5 °C of the designated carrying temperature. The Carrier shall in no event be held liable for damage to Goods due to condensation. In the case of a temperature controlled Container stuffed by or on behalf of the Merchant, Merchant

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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-10 (Continued)</u></p> <p>further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for packing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.</p> <p>6. CARGO STOWED IN CONTAINERS BY MERCHANTS: The Carrier shall not be responsible for the safe and proper stowing of cargo in containers if such containers are loaded with cargo by Merchant, consolidator or inland carrier, and no responsibility shall attach to the Carrier for any loss or damage caused to contents by shifting, overloading or improper packing of the container. Containers loaded by the Merchant or their agent shall be properly sealed and the seal identification reference, as well as the container reference, shall be shown herein. The merchant, consolidator or inland carrier shall inspect containers before loading them and loading of the containers shall be prima facie evidence that the containers were sound and suitable for use. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty. The Carrier will not be liable in any event for the particulars furnished by the Merchant as shown on the face of this Bill of Lading. This Bill of Lading is a receipt only for the number of containers, packages or pieces as shown on the face of this Bill of Lading. The Carrier has counted only the number of containers (If container received already loaded) or the number of packages or pieces (if the Carrier has loaded the container) and under no circumstances shall the Bill of Lading be prima facie evidence of the marks, quantity, weight, description, measurement and other particulars furnished by the Merchant. Delivery shall be deemed as full</p>		
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and complete performance when the containers are delivered by Carrier with the seals intact. The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability, or expense whatsoever arising from one or more of the following matters: loss or damage caused by the manner in which the Container has been stuffed; loss or damage caused by the unsuitability of the Goods for Carriage in Containers; loss or damage caused by the unsuitability or defective conditions of the Container, provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed; and loss or damage if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

7. OPTIONS OF THE CARRIER:

A. Subcontracting: The Carrier shall be entitled to subcontract on any terms the whole or any part of the handling, storage or carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant shall defend, indemnify and hold harmless the Carrier against any claims, which may be made upon the Carrier by any servant, agent or subcontractor of the Carrier in relation to the claim against any such person made by the Merchant. The provisions of COGSA or its applicable foreign equivalent at point of origin or destination shall apply by agreement of the parties to all agents, contractors, and subcontractors, including but not limited to, draymen, truckers, and stevedores, prior to the loading of and after the unloading of the cargo. Without prejudice to the foregoing, every such servant, agent and subcontractor shall be entitled to the same rights, exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Bill of Lading, tariff or statute, including but not limited to the provisions of COGSA or its applicable foreign equivalent, to which Carrier is entitled and for the benefit of the Carrier as if such provisions were expressly for their 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 and trustee for such servants, agents and subcontractors. The above shall also apply to and for the benefit of the

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officers and employees of the Carrier and the agents, officers and crew of the vessel and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators, and agents) and the employees of each of them. By 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 Persons and vessels, and such Persons and vessels shall to this extent be deemed parties to this contract.

B. Route and Tran-shipment: The Carrier may at any time and without notice to the Merchant, use any means of transport or storage in any reasonable manner and by any reasonable means, methods and routes, including but not limited to, inland carriage by truck, rail and/or air; load or carry the Goods on any vessel, whether named on the front hereof or not; transfer the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in Carrier's discretion (whether or not the nearest, direct, customary, advertised, or published route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government, authority, or any Person or body acting or purporting to act as or on behalf of such government or authority, or having under the terms of the insurance on the conveyance employed by the Carrier, the right to give orders or directions; permit the vessel to proceed with or without pilots, save or attempt to save life or property, adjust navigational instruments, make trial trips, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons to tow or be towed, or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores, and sail armed or unarmed. These liberties may be invoked by the Carrier (without notice to the Merchant), either with or without the goods on board, for any purposes whatsoever, whether or not

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connected with the Carriage of the Goods. Any act involving delays resulting from such activities shall not be deemed a deviation of whatsoever nature or degree.

C. Conditions affecting Performance:

(1) Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery. If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind including strike and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to:

i. treat the performance of this contract as terminated, abandon the Carriage of the Goods and place the goods, or any part of them, at Merchant's disposal at any place which the Carrier shall deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease; or

ii. continue the Carriage and deliver the goods at the place of delivery. In any event, Carrier shall be entitled to full freight for any goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

(2) If, after storage, discharge, or any actions taken above, Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency. Merchant shall reimburse Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to sub-part 7C (1), including delay or expense to the Ship, and Carrier shall have a lien upon the goods to that extent.

(3) The situations referred to in sub-part 7C(1) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances, closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or

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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-10 (Continued)</u></p> <p>not involving employees of Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage.</p> <p>(4) Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestion, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.</p> <p>D. Variation of the Contract: Only Carrier's officers, directors, or agents with actual authority shall have power to waive, vary, alter, or modify any terms herein. Any changes must be agreed upon in writing by Carrier and Merchant.</p> <p>E. Stowage in Containers: Where the goods are not received by Carrier already in containers or the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality. Goods may be stuffed by the Carrier and may be stuffed with other Goods. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.</p> <p>F. On Deck Storage: Containers, whether goods therein be stowed by the Carrier or by the Merchant, and unit load machinery not containerized may be carried on or under deck without notice to the Merchants and if they are so carried, COGSA or the Hague Rules incorporated herein shall be applicable notwithstanding carriage on or under deck and the Goods and/or containers shall contribute in General Average whether carried on or under deck.</p> <p>G. Inspection of Goods: Upon cause, the Carrier or any</p>		
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person authorized by the Carrier shall be entitled, but under no obligation, to open and inspect the Goods in any Container or package at any time.

8. GOVERNMENT DIRECTIONS, ETC.: Without notice to the Merchant the Carrier, Master and Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise, howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of war risk insurance on the Vessel, the right to give such orders or directions shall be a fulfillment of the contract voyage. In addition to all other liberties herein, the Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods or permit inspection or other control in accordance with any direction, condition or agreement imposed upon or extracted from the carrier by any government or department thereof or any person purporting to act with the authority or either of them, In any of the above circumstances, the Goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the cargo owner or consignee and shall be a lien on the goods.

9. MERCHANTS RESPONSIBILITY: Merchants and their agents shall be jointly and severally liable to carrier for any loss or damage to containers or Goods while in their possession or the possession of their agents. The Carrier shall not in any event be liable for any loss, delay, damage or injury to the Goods, or to other property or to any persons arising out of the use or handling of Carrier's containers by Merchant or their agent. Merchant shall defend, indemnify and hold the Carrier harmless from and against any and all claims, loss, damage or fines on a container or the Goods before delivery to the Carrier at the port of loading or between containers to the Carrier. If the goods are delivered in a container, the Merchant undertakes to return the container promptly to the Carrier in the same condition as when received from the Carrier. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that

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<p><u>RULE 8-010: BILLS OF LADING: TERMS 1-10 (Continued)</u></p> <p>such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband. If the Container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the Container meets all ISO and/or other international safety standards and is fit in all respects for Carriage by the Carrier. The Merchant shall defend, indemnify and hold harmless the Carrier for any injury, loss or damage, including fines arising from Merchant's failure to declare correctly herein any of the particulars furnished by him, including marks, quantity and description of the goods, weight and cubic measurement of goods and the exact total gross weight of container (container tare weight and cargo weight) and also for any kind of rerouting of the Goods at the Merchant's request or for any other act, fault or neglect of the Merchant, his agent or his servants for which the Carrier may become liable. If the container is discharged from the vessel with seals intact, the Carrier shall not be liable for any loss or damage to contents of container unless it be proven that such loss or damage was caused by the Carrier's negligence. Merchant shall defend, indemnify and hold harmless the Carrier against any loss or damage to the vessel or cargo or to any persons or property caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such Merchant be principal or agent and such Goods so shipped may be thrown overboard or destroyed at any time without Compensation</p> <p>10. WARRANTY: Merchant warrants that in agreeing to the terms hereof it or its agent has the authority of the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.</p>		
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RULE 8-020: BILLS OF LADING: TERMS 11-20

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

11. FREIGHT AND CHARGES:

A. Pre-paid freight, whether actually paid or not, shall be earned upon receipt. Payment shall be in full and in cash without any offset, counterclaim, deduction or stay of execution, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 12% shall run from the date when freight and charges are due. If the services of a freight forwarder are used for this transportation, those services shall be deemed to be performed as agent of Merchant and payment of freight to the freight forwarder is not payment to Carrier. Full freight shall be paid on damaged or unsound goods. In any referral for collection or action against Merchant for monies due to Carrier, upon recovery by Carrier, Merchant shall pay the expenses of collection and litigation, including reasonable attorneys' fees.

B. The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing on board and expenses incurred in repairing damage to and replacing of packaging due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.

C. Any dues, duties, taxes and charges, which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the Vessel shall be paid by the Merchant.

D. The Carrier shall be entitled to all freight and other Charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the vessel and/or goods be lost or not, or the voyage be broken up, or frustrated, or abandoned at any stage of the entire transit period or whether Merchant has already made payment to the freight forwarder.

E. The Merchant shall be jointly and severally liable for all, and indemnify the Carrier against all dues, duties, fines, taxes and Charges, including consular fees levied on the goods or all fines and/or losses sustained or incurred by the Carrier in connection with the goods however caused, including the procedure consular, board of health, or other certification to accompany the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government.

F. The Carrier is entitled, and Merchant is liable, in case of incorrect declaration of contents, weight, measurements

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RULE 8-020: BILLS OF LADING: TERMS 11-20 (Continued)

or value of the Goods, to claim double the correct amount of freight which would have been due if such declaration had been correctly given. For the purposes of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified. Merchant will also be liable for the expenses incurred in determining and ascertaining the correct details.

G. Merchants shall be jointly and severally liable to Carrier for demurrage, detention, general order, advances and any and all costs associated with the abandonment of the freight or a refusal of the consignee to make delivery whether or not the front of this bill of lading has been marked "prepaid " or "collect " so long as freight and charges remain unpaid.

H. Merchants shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of Merchant of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements. I. Merchant authorizes the Carrier to pay and/or incur all such Charges and expenses and to do any matters mentioned above at the expense of and as agent for the Merchant, to engage other Persons to regain possession of the Goods, and to do all things deemed advisable to the Carrier for payment of all Freight and Charges and for the performance of the obligation of each of them hereunder.

12. GENERAL AVERAGE: General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1974. The General Average statement shall be prepared by adjusters appointed by Carrier. The Amended Jason Clause as approved by BIMCO is incorporated herein, and the Merchant shall provide such security as may be required by the Carrier in this regard. Notwithstanding the above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim, whether due to negligence or not, (and any expense rising therefrom) of a General Average nature which may be made against the Carrier, and shall provide such security as may be required by the carrier in this connection. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers. The Carrier shall be under no obligation to take any steps whatsoever to collect

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RULE 8-020: BILLS OF LADING: TERMS 11-20 (Continued)

security for General Average contributions due to the Merchant.

13. LIEN: The Carrier shall have a general lien on all property (and documents relating thereto) of Merchant, in its possession, custody or control or en route, for all claims for Charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier shall be entitled to sell the goods privately or by auction, without prior notice to the Merchant, as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

14. WAREHOUSEMAN LIEN

If Goods go into demurrage, Carrier shall assume all rights of a warehouseman, and this Bill of Lading shall constitute a warehouseman's non-negotiable receipt. Goods will be delivered to the consignee or other Person(s) entitled to receipt of the goods upon payment of all Charges due. If Goods are not claimed within ten (10) days after demurrage commences, Carrier may exercise its warehouseman's right to sell or auction such Goods. Carrier may assert a general lien for Charges and expenses in relation to other Goods, whether or not these Goods have been delivered by Carrier.

15. LAW AND JURISDICTION: Any claim or dispute arising under this Bill of Lading shall be determined exclusively according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the United States District Court for the Southern District of New York, which shall have exclusive jurisdiction. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriers, including such carriers' forum selection and limits of liability. Carrier reserves the right to bring suit against the Merchant for the collection of freight or other charges in any venue having jurisdiction over Merchant.

16. BOTH- TO-BLAME COLLISION CLAUSE:

If the vessel carrying the Goods (the carrying vessel) collides with any other vessel or object (the non-carrying vessel or object) due to the negligence of the non-carrying

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<p><u>RULE 8-020: BILLS OF LADING: TERMS 11-20 (Continued)</u></p> <p>vessel or object, or their owner(s), charterer(s), or Person(s) responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify, and hold harmless the Carrier against all claims, liability, costs, attorneys' fees, and other expense arising therefrom, in respect of any loss, damage, or claim whatsoever of the non-carrying vessel or object.</p> <p>17. NOTICE OF CLAIM AND TIME BAR: Written notice of claims for loss of or damage to the Goods occurring or presumed to have occurred while in the custody or control of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by the Carrier. If such loss or damage is not apparent, Carrier must be given written notice within three (3) days of delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought exclusively in the local or national courts where the bill of lading was issued and according to the laws of the place where this bill of lading is issued, which shall have exclusive jurisdiction within twelve (12) months after delivery of the Goods, or the date when the Goods should have been delivered, unless such time bar is contrary to any compulsorily applicable international convention or law, which shall apply.</p> <p>18. CARRIER'S TARIFF(S) AND TERMS AND CONDITIONS OF SERVICE: The goods carried under this Bill of Lading are also subject to all the terms and conditions of the tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of the Carrier's tariff(s) may be obtained from Carrier or its agents or Carrier's web-site. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail, with the exception that any regulations relating to Negotiated Rate Arrangements ("NRA") contained in Carrier's Rules Tariff, the NRA regulations shall prevail.</p> <p>19. SEVERABILITY: If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or</p>		
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RULE 8-020: BILLS OF LADING: TERMS 11-20 (Continued)

regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby, and this Bill of Lading contract shall be carried out as is such invalid or unenforceable provisions were not contained herein.

20. SURRENDER AND NEGOTIABILITY OF BILL OF LADING: This Bill of Lading shall be nonnegotiable unless made out "to order," in which event it shall be negotiable and shall constitute title to the Goods and the holder in due course shall be entitled to receive or to transfer the Goods herein described. If required by the Carrier, the Bill of Lading, duly endorsed, must be surrendered to the agent of the Carrier at the port of discharge, in exchange for delivery order. This Bill of Lading shall be prima facie evidence of the Carrier's receipt of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

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RULE 9: Freight Forwarder Compensation

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Carrier shall pay compensation as specified below on the applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, but excluding all other charges, except as provided below, subject to the following conditions and exceptions.

- A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.
- B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services:
 - 1) The coordination of the movement of the cargo to shipside
 - 2) The preparation and processing of the ocean Bill of Lading
 - 3) The preparation and processing of dock receipts or delivery orders
 - 4) The preparation and processing of consular documents or export declarations
 - 5) The payment of the ocean freight charges on the cargo
- C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.
- D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.
- E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.
- F. No compensation shall be paid to anyone at port or ports of destination.
- G. Freight Forwarders who are also Licensed Custom House

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<p><u>RULE 9: Freight Forwarder Compensation (Continued)</u></p> <p>Brokers shall be paid compensation as specified below based on the aggregate of all rates and charges applicable under this tariff, subject to the above conditions and exceptions.</p> <p>H. Freight Forwarder Compensation: as specified in the individual tariff rate items (TRIs).</p>		
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<p><u>RULE 10: Surcharges and Arbitraries</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not applicable.</p>		
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RULE 10-005: SURCHARGES, ASSESSORIALS, & GRIS OF UNDERLYING OCEAN COMMON

Effective: 06Jan2025 Thru: Expires: Publish 06Jan2025 Amend: IC

Carrier is a non-vessel-operating common carrier (NVOCC) operating under the U.S. Federal Maritime Commission's regulations with a published tariff in compliance with 46 CFR Part 520.

Carrier may pass through charges from underlying ocean common carriers to the relevant shipper at cost (hereinafter referred to as "Pass-Through Charges") in accordance with 46 CFR 520.7(a)(3)(iv) which provides: An NVOCC may cross-reference an ocean common carrier tariff for the purpose of charging its shipper the ocean common carrier's published and effective surcharges, assessorial charges, and general rate increases (GRIs), but the NVOCC must clearly list the named charges or categories of charges in the NVOCC's tariff, and must not mark them up above cost.

The names or categories of these Pass-Through Charges will be clearly listed in Carrier's tariff rules, tariff rate items (TRIs), Negotiated Rate Arrangements (NRAs), or NVOCC Service Arrangements (NSAs), as applicable.

Carrier may assess handling fees for each Pass-Through Charge, when noted in the applicable tariff rule, TRI, NRA, or NSA. Handling fees will be clearly marked on invoices and listed separately from Pass-Through Charges.

Carrier will provide a true copy of each invoice made by the underlying ocean common carrier for any Pass-Through Changes to the relevant shipper upon request.

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<p><u>RULE 11: Minimum Quantity Rates</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>When two or more freight rates are named for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the TLI specifying a required minimum quantity either weight or measurement per container or in containers and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower TLI if, the weight or measurement declared for rating purposes is increased to the minimum level.</p>		
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RULE 12: Ad Valorem Rates

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

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

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<p><u>RULE 13: Transshipment</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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RULE 14: Co-Loading in Foreign Commerce

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

- A. DEFINITION: For the purpose of this Rule "Co-Loading means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCC's for tendering to the ocean carrier under the name of one or more of the NVOCCs.
- B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCC's.
- C. When shipper's cargo is tendered for co-loading to other NVOCCs the tendering NVOCC shall be liable to the shipper to the full extent provided in its Bill of Lading (See Rule No. 8) and such Bill of Lading liability shall not be altered by co-loading.
- D. Shippers are responsible for payment of rates and charges only to the extent that such rates and charges are provided in this tariff.
- E. The carrier shall notify shippers that their cargo has been co-loaded by annotating each applicable Bill of Lading with the following statement:

"Cargo covered by this Bill of Lading has been co-loaded with cargo of (Name(s) of other NVOCC's)."
- F. Carrier-to-Carrier Co-loading - Carrier engages in co-loading under agreement(s) with one or more other NVOCC's.
- G. Shipper-to-Carrier Co-loading - When carrier engages in co-loading on a shipper-to-carrier basis, carrier is responsible for the payment of all charges assessed by the NVOCC to which cargo was tendered. Shipper is responsible for freight and charges only to the extent that such are set forth in this tariff.

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<p>RULE 15: Open Rates in Foreign Commerce</p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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RULE 16: Hazardous Cargo

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

- A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, rate; except where a specific commodity rate is provided for in this tariff.
- B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.
- C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, WIV, OAE, England as listed below:
- Class 1 - Explosives
- 2 - Gasses; Compressed, liquified or dissolved under pressure
 - 3 - Inflammable Liquids
 - 4 - Inflammable Solids
 - 5 - Oxidizing Substances and organic peroxide
 - 6 - Poison and infectious substance
 - 7 - Radioactive substance
 - 8 - Corrosives
 - 9 - Miscellaneous dangerous substance
 - 10 - Agent Thomas A. Phemister, Water Carrier
Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)
 - 11 - Agent Thomas A. Phemister's Bureau of
Explosives Tariff No. BOE-600, ICC No. B.O.E.
- 600, FMC F No. 2B

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<p><u>RULE 17: Green Salted Hides in Foreign Commerce</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 18: Returned Cargo in Foreign Commerce</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 19: Shippers Requests in Foreign Commerce</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Shipper request or complaints (including request for adjustment in rates, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page or Tariff Record.</p>		
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RULE 20: Overcharge Claims

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

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 rate to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.

B. Overcharges

For purpose of uniformity in handling claims for excess measurements, refunds will only be made as follows:

1. Where an error has been made by the dock in calculation of measurements.
2. Against re-measurement at port of loading prior to vessel's departure.
3. Against re-measurement by vessel's agent at destination.
4. By joint re-measurement of vessel's agent and consignee.
5. By re-measurement of a marine surveyor when requested by vessel's agent.
6. Re-measurement fees and cable expenses in all cases to be paid by party at fault.

In cases of claims by shipper of overcharge in weight certified invoice or weigher's certificate to be considered evidence of proper weight.

Written claims for adjustment will be acknowledged by the carrier within twenty 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

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<p><u>RULE 20: Overcharge Claims (Continued)</u></p> <p>Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.</p>		
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<p><u>RULE 21: Use of Carrier Equipment</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>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 as published by the VOCC in its FMC tariff, including detention charges, will be for the account of the cargo.</p>		
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<p><u>RULE 22: Automobile Rates in Domestic Offshore Commerce</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 23: Carrier Terminal Rules and Charges</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Carrier does not operate terminals at origin or destination. Except as otherwise provided in tariff rate items, all shipments will be subject to the origin and destination terminal charges assessed by the underlying ocean carrier, including demurrage charges, whose vessel will be clearly identified on bills of lading.</p>		
<p>This tariff number 033320-002 is published by Distribution-Publications, Inc. (DPI) on the web at http://www.dpiusa.com.</p>		

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RULE 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by CFR 515 to ensure the financial responsibility of Carrier for the payment of any judgement for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

2. Bond No.: 2023020123

3. Issued By: AMERICAN ALTERNATIVE INSURANCE CORPORATION
555 COLLEGE ROAD EAST
P.O. BOX 5241
PRINCETON, NJ 08543

B. Agent for Service

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is:

DISTRIBUTION PUBLICATIONS, INC.
1999 HARRISON STREET, SUITE 650
OAKLAND, CA 94612

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

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<p>RULE 25: Certification of Shipper Status in Foreign Commerce</p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.</p> <p>A copy of the tariff rule published by the NVOCC and in effect under 46 CFR Part 520 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.</p>		
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RULE 26: Time/Volume Rates in Foreign Commerce

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

Time-Volume Rates (TVR) are subject to the following conditions:

1. Offering Period - TVR are offered for the period shown in the individual TVR.
2. Commodity is as shown in the individual TVR.
3. Minimum Volume - The minimum volume is as shown in the individual TVR.
4. Enrollment - Shipper(s) and/or Consignee(s) desiring to ship cargo under a TVR shall notify the carrier in writing. Enrollment must be in the name of the shipper or consignee making the application. Carrier shall notify shipper/consignee of the Enrollment Number assigned.

Once Shipper has accepted the TVR it shall remain in effect for the time specified, without amendment.
5. Ports/Points - TVR apply only from/to specific ports/points shown in the individual TVR.
6. Except as specifically provided in the individual TVR, all rules, regulations, conditions and charges in this tariff are applicable to TVR's.
7. Cargo shall be rated as per the applicable TVR. If shipper/consignee fails to ship the required minimum then shipper/consignee shall pay the difference between the TVR minimum and the actual quantity shipped at the TVR rate (if two or more rates are provided, the lowest rate shall apply) or shipments shall be rerated at the tariff rate in effect at time of shipment, whichever produces the lowest total charge.
8. Shipments shall be counted toward only one (1) TVR.
9. Beyond its obligations as a common carrier, the carrier makes no commitment to any defined service level, such as assured space, transit time, port rotation or similar service feature.

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<p><u>RULE 26: Time/Volume Rates in Foreign Commerce (Continued)</u></p> <p>10. Carrier shall maintain records sufficient to justify the application of TVR, including enrollment form and Bills of Lading for a minimum period of five (5) years after the expiration of the TVR.</p>		
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<p><u>RULE 27: Loyalty Contracts in Foreign Commerce</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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RULE 28: Definitions

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: IC

CARGO, N.O.S. - means cargo (articles) not otherwise more specifically described in or provided for in this tariff.

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 oher 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

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RULE 28: Definitions (Continued)

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.

MIXED SHIPMENT - means a shipment consisting of articles described in and rated under two or more rate items of this tariff.

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

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 rate item in this tariff.

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 SUPPLYX GMBH, a Non-Vessel Operating Common Carrier (NVOCC) registered with the U.S. Federal Maritime Commission under FMC Organization No. 033320.

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.

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<p><u>RULE 28: Definitions (Continued)</u></p> <p>STUFFING - UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from carrier's containers.</p> <p>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.</p>		
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RULE 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

1. EXPLANATION OF ABBREVIATIONS

Ad. Val. ----- Ad Valorem
A.Q. ----- Any Quantity
B.F. ----- Board Foot or Board Feet
B/L ----- Bill of Lading
BAF ----- Bunker Adjustment Factor
BM ----- Board Measurement
CAF ----- Currency Adjustment Factor
Cbm, CM or M3 ---- Cubic Metre
cc ----- Cubic Centimetre
Concl. ----- Concluded
Cont'd ----- Continued
CFS ----- Container Freight Station
Cft. or cft. ----- Cubic Foot or Cubic Feet
cm. ----- Centimetre
Cntr(s) ----- Container(s)
CU ----- Cubic
Cwt ----- 100 Pounds
CY ----- Container Yard
DDC ----- Destination Delivery Charge
Etc. ----- Et Cetera
exc. ----- Exceeding
F.A.K. ----- Freight All Kinds
F.A.S. ----- Free Alongside Ship
FCL ----- Full Container Load
FEU ----- Forty Foot Equivalent Unit
F.I. ----- Free In
F.I.O. ----- Free In and Out
F.I.O.S. ----- Free In, Out and Stowed
F.O. ----- Free Out
F.O.B. ----- Free On Board
F.M.C. ----- Federal Maritime Commission
Ft. ----- Feet or Foot
GOH ----- Garment On Hanger
Hdlg. Chgs. ----- Handling Charges
I.D. ----- Inside Diameter
i.e. ----- That is
I&S ----- Iron or Steel
Incl. ----- Inclusive
K.D. or K/D ----- Knocked Down
K.D.F. ----- Knocked Down Flat
Kilos ----- Kilograms
K/T ----- Kilo Ton

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RULE 29: ABBREVIATIONS, CODES AND SYMBOLS (Continued)

Lb. or Lbs. ----- Pound or Pounds
LCL or LTL----- Less than Container Load
LS ----- Lumpsum
L/T ----- Long Ton (2240 lbs.)
LT/40 ----- Long Ton (2240 lbs.) or 40 Cubic Feet
M ----- 1 Cubic Metre
Max. ----- Maximum
MBF or MBM ----- 1,000 Feet Board Measure
Min. ----- Minimum
mm ----- Millimeter
n/exc. ----- Not Exceeding
N.O.S. ----- Not otherwise specified in this Tariff
No. or Nos. ----- Number or Numbers
NOR ----- Non-Operating Reefer (C)
Pkg. or Pkgs. ----- Package or Packages
PRC ----- People's Republic of China
PRVI ----- Puerto Rico and U.S. Virgin Islands
R/T ----- Revenue Ton
SL&C ----- Shipper's Load and Count
Sq. Ft. ----- Square Foot or Square Feet
S/T ----- Short Ton (2000 lbs.)
SU or S/U ----- Set Up
TEU ----- Twenty Foot Equivalent Unit
TLI ----- Tariff Line Item, same as TRI
TRC ----- Terminal Receiving Charge
TRI ----- Tariff Rate Item, same as TLI
U.S.A. ----- United States of America
USD ----- United States Dollars
Viz. ----- Namely
Vol. ----- Volume
W ----- 1,000 kilos
W/M or WM ----- 1,000 kilos or 1 cubic metre
WT ----- Weight

2. EXPLANATION OF CODES

CONTAINER SIZES

20 - 20 ft.	45C - 45 ft., 8'6" Wide
40S - 40 ft., 8'0"	45S - 45 ft., 8'0"
40 - 40 ft., 8'6"	45 - 45 ft., 8'6"
40A - 40 ft., 9'0" High Cube	45A - 45 ft., 9'0"
40B - 40 ft., 9'6" High Cube	45B - 45 ft., 9'6"
40x - 40 ft., Any Height	45X - 45 ft., Any Height
	45D - 45 ft., 8'6" Wide,

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<p>RULE 29: ABBREVIATIONS, CODES AND SYMBOLS (Continued)</p> <p style="text-align: center;">9'6" High Cube</p> <p style="text-align: center;">CONTAINER TEMPERATURE CODES</p> <p>AC - Artificial Atmosphere Controlled CLD - Chilled FRZ - Frozen HTD - Heated N/A - Not Applicable/Not Operating RE - Refrigerated VEN - Ventilated</p> <p style="text-align: center;">CONTAINER TYPE CODES</p> <p>AC - Atmosphere Control FB - Flat Bed FR - Flat Rack GC - Garment Hanger IM - Insulated OT - Open Top PC - Dry RE - Reefer</p> <p style="text-align: center;">HAZARD CODES</p> <p>HAZ - Hazardous NHZ - Non-Hazardous N/A - Not Applicable</p> <p style="text-align: center;">RATE BASIS CODE</p> <p>AV - Ad Valorem EA - Each (as defined) LS - Lumpsum M - Measure PC - Per Container W - Weight WM - Weight/Measure</p> <p style="text-align: center;">SERVICE CODES</p> <p>S - Container Freight Station Y - Container Yard O - Port D - Door</p> <p>3. EXPLANATION OF SYMBOLS AND AMENDMENT CODES</p>		

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RULE 29: ABBREVIATIONS, CODES AND SYMBOLS (Continued)

- (A) - Increase
- (C) - Change resulting in neither increase nor decrease
- (E) - Expiration
- (I) - New or Initial Matter
- (P) - Extension of Service
- (R) - Reduction
- (S) - Special Case Number
- (T) - Terminal Rates, Charges, Tolls or Provisions over
which carrier has no control.
- (W) - Withdrawal of erroneous data

4. CHINA PROVINCE ABBREVIATIONS

AH	CN-AH	-	Anhui Province
BJ	CN-BJ	-	Beijing Municipality
CQ	CN-CQ	-	Chongqing Municipality
FJ	CN-FJ	-	Fujian Province
GD	CN-GD	-	Guangdong Province
GS	CN-GS	-	Gansu Province
GX	CN-GX	-	Guangxi Zhuang Autonomous Region
GZ	CN-GZ	-	Guizhou Province
HA (HEN)	CN-HA	-	Henan Province
HB (HUB)	CN-HB	-	Hubei Province
HE (HEB)	CN-HE	-	Hebei Province
HI	CN-HI	-	Hainan Province
HK	CN-HK	-	Hong Kong Special Administrative Region
HL	CN-HL	-	Heilongjiang Province
HN (HUN)	CN-HN	-	Hunan Province
JL	CN-JL	-	Jilin Province
JS	CN-JS	-	Jiangsu Province
JX	CN-JX	-	Jiangxi Province
LN	CN-LN	-	Liaoning Province
MO	CN-MO	-	Macau Special Administrative Region
NM	CN-NM	-	Inner Mongolia Autonomous Region
NX	CN-NX	-	Ningxia Hui Autonomous Region
QH	CN-QH	-	Qinghai Province
SC	CN-SC	-	Sichuan Province
SD	CN-SD	-	Shandong Province
SH	CN-SH	-	Shanghai Municipality
SN (SAA)	CN-SN	-	Shaanxi Province
SX (SAX)	CN-SX	-	Shanxi Province
TJ	CN-TJ	-	Tianjin Municipality
TW	CN-TW	-	Taiwan Province
XJ	CN-XJ	-	Xinjiang Uyghur Autonomous Region
XZ	CN-XZ	-	Tibet Autonomous Region

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<p><u>RULE 29: ABBREVIATIONS, CODES AND SYMBOLS (Continued)</u></p> <p>YN CN-YN - Yunnan Province ZJ CN-ZJ - Zhejiang Province</p>		
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RULE 30: Access to Tariff Information

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Please refer to the tariff profile or title page for
additional contact information.

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<p><u>RULE 31: Seasonal Discontinuance</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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<p>RULE 32: RESERVED</p> <p>Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 33: Project Rates</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 34: Terminal Tariffs</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p> <p>Not Applicable.</p>		
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<p><u>RULE 35: NEGOTIATED RATE ARRANGEMENTS (NRA)</u> Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I</p>		
<ol style="list-style-type: none"> 1. Carrier may, in lieu of publishing a tariff rate, enter into an NVOCC Negotiated Rate Arrangement ("NRA") with any NRA Shipper. The NRA shall contain the following elements: <ol style="list-style-type: none"> (a) be in writing; (b) contain the legal name of the parties; and contain the names of the representatives of the parties agreeing to the NRA; (c) be agreed to by both NRA Shipper and NVOCC, prior to the date on which the cargo is received by the Carrier or its agent (including originating carriers in the case of through transportation); (d) clearly specify the rate and the shipment or shipments to which such rate will apply; and (e) may be amended after the time the initial shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation), however, such amendments will apply only prospectively to shipments not yet received by the Carrier. 2. Carrier may assign each NRA a unique NRA number. 3. Carrier shall maintain records of each NRA in Accordance with FMC Regulations, 46 CFR 532.7. 4. Carrier's governing rules tariff is provided to shippers at www.dpiusa.com in compliance with FMC Regulations as provided in 46 CFR 532.7. 5. An NRA shall always take precedence over a tariff rate for the same commodity. 6. All rates agreed in an NRA, unless clearly stated to be all-inclusive, shall be subject to surcharges and assessorials as published in Carrier's governing tariff rules. The surcharges and assessorials that will be applied to each NRA are those that are in effect as of the date the first shipment under each NRA is received by Carrier, and such surcharges and assessorials shall remain fixed at that level for the period the NRA is in effect, except when NRAs note third-party surcharges which will apply on a pass-through basis. 		
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RULE 35: NEGOTIATED RATE ARRANGEMENTS (NRA) (Continued)

7. NRAs proposed by or entered into by Carrier with an NRA Shipper shall contain a confidentiality clause that reads as follows:

The NRA Shipper and Carrier agree that the NRA Shipper's identity, the rates, charges, terms and conditions offered and/or agreed in an NRA shall be kept confidential from any other shipper or carrier. Any breach of this confidentiality agreement may give rise to a cause of action for actual damages proven to result from such breach of confidentiality.

8. NRA Shipper's agreement to Carrier's NRAs may be provided by a signed agreement or via e-mail indicating acceptance of the NRA terms, or when NRA Shipper books a shipment after receiving the NRA terms from the Carrier and the following text in bold font and all uppercase letters is provided in the NRA:

"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. "

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RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA)

Effective: 05Feb2025 Thru: Expires: Publish 06Jan2025 Amend: I

1. Applicability. This Rule applies to all NVOCC Service Arrangements (as hereinafter defined, "NSA") entered into by Carrier in accordance with 46 C.F.R. § 531 and, to the extent stated herein, is subject to the terms and conditions of NVOCC's Bill of Lading or Sea Waybill in effect at the time of receipt of cargo for shipment ("Carrier's Bill of Lading") and Carrier's tariffs of general applicability as published in accordance with Federal Maritime Commission ("FMC") regulations.

This rule provides the prominent notice of Carrier's decision to utilize NSAs for certain shipments wherein it has offered an NSA and Shipper has duly accepted such NSA in writing prior to cargo movement.

Except as otherwise expressly agreed in the NSA, all compensation, assessorials, surcharges, arbitraries and other charges (including freight, demurrage and detention) as set forth in Carrier's applicable tariff(s) shall be due and payable in accordance therewith.

Except as otherwise expressly provided in the NSA, the NSA Shipper accepts the terms and conditions of Carrier's bills of lading, waybills and tariffs, as applicable. The term Shipper shall be the same as the term "Merchant" as defined in Carrier's bill of lading and includes both shipper and consignee.

2. Definitions. In the NSA, except where the context otherwise requires, words and expressions shall have the same meanings as defined in 46 C.F.R. § 531.3 or Carrier's bill of lading, or hereby assigned to them as follows:

"Affiliate" means two or more entities, which are under common ownership or control by reason of being parent and subsidiary or entities associated with, under common control with, or otherwise related to each other through common stock ownership or common directors or officers.

"FMC" means the Federal Maritime Commission.

"Duration" means the term that this NSA is effective which shall be from the Effective Date set forth in the NSA

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RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)

to the Expiration Date set forth in the NSA.

"NSA Shipper" means the party set forth the NSA (or its Affiliate) that is a cargo owner, the person for whose account the ocean transportation is provided, the person to whom delivery is to be made, or a shippers' association.

"NSA" means an NVOCC Service Arrangement as defined in 46 C.F.R. part 531.

"Carrier" means the company named as Carrier in the NSA and on the face of Carrier's Bill of Lading issued for the transportation of Goods hereunder.

"Goods" is defined in the Bill of Lading.

"Package" is as defined in the Carriage of Goods by Sea Act, 46 U.S.C. 1300, et seq. and decisions pursuant thereto.

3. Minimum Quantity Commitment (MQC).

For purposes of determining and interpreting the Minimum Quantity Commitment, the following formula shall be used to determine forty-foot-equivalent units

("FEUs"):

- 20 - foot container shall equal 0.5 FEU
- 40 - foot (8'6") container shall equal 1.00 FEU
- 40 - foot (9'6") container shall equal 1.00 FEU
- 45 - foot container shall equal 1.00 FEU

4. Rates, Payment and Credit - Carrier shall charge and the NSA Shipper shall pay for all transportation and related services with respect to the Goods tendered under this NSA at the rates set forth in Appendix A to the NSA and such additional charges as are required by Carrier's governing tariff or tariffs.

4.1 Unless prior credit or payment arrangements have been agreed to in writing by Carrier, all transportation and related charges hereunder shall be paid prior to Carrier transporting the Commodities.

4.2 NSA Shipper shall remit all payments to Carrier via (i) good funds, (ii) Automated Clearing House (ACH) or (iii)

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RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)

wire transfer in lieu of check, whereby such form of payment shall be determined at Carrier's sole discretion and shall be paid no later than one (1) day prior to the Vessel's arrival at the Port of Discharge named on the face of the Bill of Lading or Sea Waybill covering such shipment as follows:

Bank Name: _____
Bank Address: _____
Account Name: _____
ABA Number: _____
Account Number: _____

NSA Shipper shall provide Carrier remittance details along with the actual payment. If NSA Shipper has established credit prior to shipping, NSA Shipper agrees to pay all transportation and related charges hereunder within thirty (30) calendar days from the date of Carrier's invoice. Failure to pay invoices in a timely manner may result in NSA Shipper being placed on a prepaid cash basis.

5. Liquidated Damages - If NSA Shipper fails to timely book and deliver the Minimum Quantity Commitment set forth in the NSA, it shall be liable to the NVOCC for liquidated damages in the amount of \$100 per FEU. Unless otherwise expressly agreed in an NSA, a timely booking shall be not less than ten (10) days prior to vessel arrival at the port of loading and timely delivery will be delivery to a designated ocean common carrier prior to vessel cutoff with complete and accurate documentation. This amount shall be in lieu of actual damages, if any, which would be difficult, if not impossible, to ascertain to a reasonable certainty. Bills of Lading, or Sea Waybills as may be issued in lieu thereof, covering shipments of Goods moving under the terms of this NSA shall be annotated by the NSA Shipper or its agent(s) with the NSA Number of the Arrangement. Shipments moving on Bills of Lading not so annotated shall not be counted toward the NSA Shipper's Minimum Quantity Commitment; provided however, that the NSA Shipper shall have reasonable time within which to remedy such omission after the fact. For the purpose of determining whether movement of Goods took place during this NSA, the pertinent date shall be the date of receipt of Goods by Carrier or its agent. The total of any amounts owed pursuant to this sub-clause 4.2 shall be paid directly to Carrier within thirty (30) days following the date of

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RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)

Carrier's invoice. If there is a disagreement as to the volume of Goods transported under this NSA, the parties shall grant each other access to their records relating to this Arrangement.

6. Carrier's Service Commitment: Carrier shall accept Shipper's timely bookings, provide the transportation as required by the Shipper and deliver the shipments to Shipper in accordance with the terms and conditions of Carrier's bill of lading. Failure of Carrier to provide such service shall result in a reduction in the Shipper's minimum quantity commitment for each container on which Carrier has not provided the agreed service.

7. Terms Covering Additional or Special Services. In addition to providing ocean common carrier services in the U.S. and foreign trade, Carrier may provide additional and/or other related logistics services as may be agreed the terms of which, when referred to shall be incorporated herein by such reference to the extent not inconsistent with this NSA and, in the event of a conflict of conditions between this NSA and all documents incorporated by reference. The terms of this NSA and its schedules shall control to the extent of such conflict but no further. Any terms covering additional or special services, if not expressly stated herein or attached hereto, shall be made available upon request as described in this NSA.

8. Amendment and Cancellation.

8.1 The NSA may be amended at any time to any extent and in the manner prescribed by applicable FMC regulations by agreement between the parties.

8.2 Carrier may terminate this NSA upon written notice in accordance with Clause 13 as follows:

- (i) NSA Shipper becomes insolvent, is unable to pay its debts when due, files for bankruptcy or reorganization, is the subject of involuntary bankruptcy, has a receiver appointed, or assigns all or substantially all of its assets to an unaffiliated third party; or
- (ii) NSA Shipper is in breach of its payment obligations pursuant to the terms of the NSA or any other agreement between Carrier and NSA Shipper.

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RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)

(iii)NSA Shipper has fulfilled its MQC.

Any such termination of the NSA shall be without prejudice to all rights accrued between the parties prior to the date of termination.

8.3 AMENDMENT VIA ELECTRONIC SIGNATURE / E-MAIL

After the parties have signed this NSA the parties may enter into subsequent amendments in an electronic mail format (e-mail), transmitted via the Internet and executed, modified or amended by the parties with an electronic signature. In the event that this NSA is amended in an electronic mail format and executed with an electronic signature, all terms and conditions contained in the NSA shall have full legal effect, validity and enforceability. The term electronic signature means an electronic symbol attached to or logically associated with the NSA and executed or adopted by a person with the intent and authorization to sign this NSA, including the person's name typed on the signature line of the NSA, followed by the signature designation(s), or an exchange of e-mails between the parties to which the parties attach this NSA and such amendment and in which such parties state that they AGREE or ACCEPT its terms and conditions.

The following parties are the only ones representing the CARRIER who may sign electronically and the e-mails may only be sent from the following e-mail addresses:

Name & Title	E-mail Address
XXXX	XXXXXXX

The following parties are the only ones representing the SHIPPER who may sign electronically and the e-mails may only be sent from the following e-mail addresses:

Name & Title	E-mail Address
XXXX	XXXXXXX

9. Carrier's Right to Assignment or Sub-Contract. Carrier shall have the right to assign or sub-contract any of its obligations hereunder without the prior written consent of NSA Shipper; provided, however, that in the event of such an assignment or a sub-contract, Carrier shall remain fully liable for the due performance of its obligations under this NSA.

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RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)

10. Responsibilities.

10.1 Force Majeure - Notwithstanding any other provision of the NSA or the applicable bill of lading or tariffs, to the extent Carrier or the NSA Shipper fails to meet any obligation imposed by the terms of the NSA owing to Force Majeure, performance of the NSA shall, to that extent, be deemed to have been frustrated and no cause of action for breach or liability shall arise as a consequence thereof. For the purpose of the NSA, "Force Majeure" means and includes without reservation or restriction, strikes, lockouts, labor disputes or exceptional circumstances arising from the threat thereof; acts of God, State, or the public enemy, including but not limited to, war, terrorism, riots, civil disorder or insurrection, embargo or other disruption or interference with trade including without limitation any interference with land (including rail) or water transportation beyond Carrier's control; natural disaster, inclement weather, marine disaster, perils of the sea, including but not limited to, fire or other casualty which materially frustrates the ability of either party to perform under this NSA. The party declaring Force Majeure must give written notice in accordance with Clause 13 within thirty (30) days of the event giving rise to the Force Majeure and NSA Shipper's Minimum Quantity Commitment or requirements, as the case may be, shall be reduced by a percentage calculated by dividing the number of days that the Force Majeure circumstance existed by the number of days the NSA will be in effect, rounded upward to the next volume unit.

10.2 Indemnity - NSA Shipper shall indemnify, defend and hold Carrier harmless from and against any and all liabilities, including but not limited to suits, demands, causes of action, damages adjusted due or claims reasonably settled, penalties, costs and expenses (including reasonable attorneys' fees) arising from or in connection with the negligence, gross negligence or willful misconduct or breach of this NSA, any other agreement between Carrier and NSA Shipper or violation of any applicable law or regulation by NSA Shipper in connection with the NSA or any other agreement between Carrier and NSA Shipper. Except with respect to claims for loss of or damage to Goods which shall be handled in accordance Carrier's bill of lading and the Carriage of Goods by Sea Act, Carrier shall indemnify,

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defend and hold NSA Shipper harmless from and against any and all liabilities, including but not limited to suits, demands, causes of action, damages adjudged due or claims reasonably settled, penalties, costs and expenses (including reasonable attorneys' fees) arising from or in connection with the negligence, gross negligence or willful misconduct or breach of this NSA or violation of any applicable law or regulation by Carrier in connection with the NSA.

10.3 Consequential Loss - In no event shall any claim for loss of profits or incidental, special, consequential, or liquidated damages of any nature whatsoever be made by NSA Shipper against Carrier in any way arising from or in connection with the NSA or any other agreement between Carrier and NSA Shipper.

10.4 Vessel Operator Responsibility - NSA Shipper acknowledges that Carrier is a non-vessel operating common carrier and that its ability to act as a common carrier by water is dependent on vessel operating ocean common carriers from whom Carrier purchases ocean transportation services. NSA Shipper agrees that Carrier will not be liable to NSA Shipper for any failure to provide space or equipment, if such failure is caused by the ocean common carrier from whom Carrier purchases such ocean transportation services.

11. General Provisions.

11.1 Headings - Captions used in the NSA or in this section of the tariff are for convenience of reference only and shall have no legal effect or meaning in the construction or enforcement of the NSA.

11.2 Drafting - Whenever used in the NSA, the singular shall include the plural and the plural shall include the singular, and the neutral gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning may require.

11.3 Severability - If, in any legal proceeding, it is determined that any provision of the NSA or this tariff is unenforceable under applicable law, then the unenforceable provision shall automatically be amended to conform to that which is enforceable under the law. In any event, the

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validity or enforceability of any provision shall not affect any other provision of the NSA, and the NSA shall be construed and enforced as if such provision had not been included.

11.4 Third Party Beneficiaries - Except as specifically provided for elsewhere in the NSA, the NSA shall not be construed to confer any benefit on any third party not a party to it nor shall the NSA provide any rights to such third party to enforce its provisions. NSA Shipper shall keep Carrier informed regarding any incident of which NSA Shipper becomes aware, which gives or may arise to claims or disputes involving third parties.

11.5 Waiver - No benefit or right accruing to either party under the NSA shall be waived unless the waiver is reduced to writing and signed by both Carrier and NSA Shipper. The failure of either party to exercise any of its rights under the NSA, including but not limited to either party's failure to comply with any time limit set out in the NSA, shall in no way constitute a waiver of those rights, nor shall such failure excuse the other party from any of its obligations under the NSA.

11.6 Integration - Upon the request of NSA Shipper, Carrier shall make the Carrier's Bill of Lading available to NSA Shipper. The NSA and all documents attached hereto or made available upon request as described in this Arrangement, all tariff provisions incorporated by reference herein, represent the final and complete agreement of the parties for the NSA.

12. Dispute Resolution. The NSA, as it is maritime in nature, shall be governed and construed in accordance with the general maritime law of the United States of America, the U.S. Federal Arbitration Act (Title 9 of the U.S. Code), the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, the regulations of the FMC and, to the extent such laws are inapplicable, the laws of the State of New York, excluding its conflict and choice of law rules.

Any dispute arising out of or in connection with the NSA or in any way connected with the shipment of Goods thereunder (save for a dispute arising from or in connection with general average) shall be referred to arbitration in New

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RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)

York, NY, which shall be conducted by a panel of three arbitrators whereby such arbitrators shall be chosen as follows: one to be appointed by Carrier, one by NSA Shipper or its Affiliate as applicable, and the third chosen jointly by the arbitrators so selected. The decision of such arbitrators, or that of any two of them, shall be final, and for the purposes of enforcing any award resulting from such arbitration, the parties consent and agree that the United States District Court in the Southern District of New York has personal jurisdiction over each of them in any action to enforce an arbitration award entered hereunder, concurrently with any other court of competent having jurisdiction. The parties further agree that venue is proper in the aforementioned court. Any and all arbitration proceedings carried out pursuant to this Clause 13 shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. Awards made pursuant hereto shall include costs, attorney's fees, interest and expenses but shall exclude punitive damages. Any arbitral award issues pursuant hereto may be enforced pursuant to either the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards on June 10, 1958 or the Inter-American Convention on International Commercial Arbitration.

13. Notices.

13.1 Any notice to be given by either party to the other party shall be in writing and may be sent by facsimile, email (providing for electronic confirmation), registered or recorded mail or by personal service.

13.2 The address of the parties for service of such communication shall be as stated in the NSA and in effect at the time of shipment in Carrier's governing tariffs(s) shall be applied to shipments hereunder.

14. CONFIDENTIALITY: Unless authorized by the other party, neither party will disclose the NSA terms and conditions other than to its employees, agents, tariff filers, or auditors, except for the NSA terms, conditions or information that are:

- (a) Required by law or legal process to be disclosed;
- (b) Incorporated herein by reference from a published tariff;
- (c) Disclosed to any person participating with the

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<p><u>RULE 200: NVOCC SERVICE ARRANGEMENTS (NSA) (Continued)</u></p> <p>Carrier in the transportation under the NSA or receiving copies of the bill of lading for NSA shipments;</p> <p>(d) Previously disclosed to an unauthorized third party.</p> <p>Carrier and Shipper agree that in no case will either disclose NSA terms and conditions to any shipper or carrier, except as under (a) or (b) above.</p> <p>15. Carrier's governing rules tariff is provided to Shippers at www.dpiusa.com in compliance with FMC regulations as provided in 46 CFR 531.4.</p> <p>+++</p>		
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Commodity: 0000-00-0000 CARGO, N.O.S.							
				05Feb2025		06Jan2025	I
From: U.S. ORIGIN INLAND POINTS (Group) USOP (U.S. ORIGIN PORTS) (Group) Via : USOP (U.S. ORIGIN PORTS) (Group) To: WORLDWIDE DESTINATIONS (Group) WORLDWIDE DEST PORTS (Group) Via: WORLDWIDE DEST PORTS (Group)							
0001	500.00 USD	WM		05Feb2025		06Jan2025	I
Services: OO,SS,SY,YS,YY							
From: WORLDWIDE ORIGINS (Group) WORLDWIDE ORIGIN PORTS (Group) Via : WORLDWIDE ORIGIN PORTS (Group) To: U.S. DESTINATION INLAND POINTS (Group) USDP (U.S. DESTINATION PORTS) (Group) Via: USDP (U.S. DESTINATION PORTS) (Group)							
0002	500.00 USD	WM		05Feb2025		06Jan2025	I
Services: OO,SS,SY,YS,YY							
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TRI	Rate	RBasis	Size & Type	Effective Thru	Expires	Publish	Amend
Commodity: 0308-05-1820 Chemicals, Viz: Release Agent, N.O.S.							
				05Feb2025		06Jan2025	I
From: BISCHOF SHEIM, GERMANY Via : HAMBURG, GERMANY (Port) To: VIRGINIA BEACH, VA, USA, 23450-79 Via: NORFOLK, VA, USA, 23501-51 (Port)							
0001	980.00 EUR	LS		05Feb2025		06Jan2025	I
Services: DD Request ID: 1164371							
Note: Lump sum rate applies on shipment of 2 Packages with total shipment weight and cube of 1430 KGS, 2.832 CBM							
Not Subj To: 2-150 033320-002 DOCUMENTATION FEES							
2-160 033320-002 AMS CHARGES							
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<p>Except as otherwise provided, rates apply per 1000 KGS or 1.000 CBM. Effective Dates shown below. Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.</p>			
TRI	Rate	RBasis	Size & Type
			Effective Thru
			Expires
			Publish
			Amend
Commodity: 1301-03-1315 Machinery and Parts, Viz: Material Handling and Warehousing System, N.O.S.			
			05Feb2025
			06Jan2025 I
From: BISCHWEIER, GERMANY Via : BREMERHAVEN, GERMANY (Port) To: MONTGOMERY, AL, USA, 36101-91 Via: SAVANNAH, GA, USA, 31401-21 (Port)			
0001	13795.00 EUR	LS	05Feb2025
			06Jan2025 I
Services: DD Request ID: 1158705 Note: Lump sum rate applies on shipment of 2 x 40'HC containers and 1 x 40'OT container Not Subj To: 2-200 033320-002 JAPAN ADVANCE MANIFEST FILING RULES FEE (AFR)			

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<p>Except as otherwise provided, rates apply per 1000 KGS or 1.000 CBM. Effective Dates shown below. Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.</p>							
TRI	Rate	RBasis	Size & Type	Effective Thru	Expires	Publish	Amend
Commodity: 1301-03-2030 Machinery, Viz: Thermal Process, N.O.S.							
Note:		Applicable on shipments classified under HS Commodity Code 8515.19.90			05Feb2025	06Jan2025 I	
From: WERTHEIM, GERMANY Via : HAMBURG, GERMANY (Port) To: CANTON, MA, USA, 02021 Via: NEW YORK, NY, USA, 10001-292 (Port)							
0001	3750.00 USD	PC	40B PC	05Feb2025		06Jan2025 I	
Services: YD Request ID: 1131352 Note: Rate applies when underlying carrier is ATLANTIC CONTAINER LINE/GRIMALDI DEEP SEA S.P.A./GRIMALDI EUROMED S.P.A., see Rule 2-140. Subject to Low Sulphur Surcharge IMO 2020: USD 120.00/40'HC							
0002	1702.00 EUR	LS		05Feb2025		06Jan2025 I	
Services: DY Request ID: 1131352 Note: Rate applies when underlying carrier is ATLANTIC CONTAINER LINE/GRIMALDI DEEP SEA S.P.A./GRIMALDI EUROMED S.P.A., see Rule 2-140. Lump sum rate applies on shipment of Maximum Dimensions: 1 Case @ 608 x 178 x 211 cm, Wt: 4,200 kgs 1 Case @ 458 x 178 x 201 cm, Wt: 2,600 kgs							
Not Subj To: 2-150 033320-002 DOCUMENTATION FEES 2-160 033320-002 AMS CHARGES							

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<p>Except as otherwise provided, rates apply per 1000 KGS or 1.000 CBM. Effective Dates shown below. Items with effective dates prior to page Issue Date are brought forward without change. Future effective items are preceded with a > symbol.</p>							
TRI	Rate	RBasis	Size & Type	Effective Thru	Expires	Publish	Amend
Commodity: 2018-01-1600 Tractor Parts, N.O.S.							
				05Feb2025		06Jan2025	I
Note:	Applicable on shipments classified under HS Commodity Code 8708.99.97						
From: HAMBURG, GERMANY (Port) To: SAVANNAH, GA, USA, 31401-21 (Port)							
0001	1669.00 USD	PC	20 PC	05Feb2025		06Jan2025	I
Services: YY Request ID: 1119259							
Note: Rate applies when underlying carrier is Hapag Lloyd AG, see Rule 2-140							
Not Subj To: 2-200 033320-002 JAPAN ADVANCE MANIFEST FILING RULES FEE (AFR)							
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