ABSOLUTE WORLDWIDE LOGISTICS, INC. TARIFF NO. 100

ORIGINAL TITLE PAGE

FMC No.: 025448N Non-Vessel Operating Common Carrier

Effective Date: February 20, 2017 Published Date: March 25, 2017 Expiration Date: When Revoked

Controlled Carrier Status: NONE

TITLE PAGE

TARIFF NO. 100 Negotiated Rate Arrangements ("NRA") Governing Rules Tariff NAMING RULES AND REGULATIONS ON CARGO MOVING IN CONTAINERS AND BREAK BULK BETWEEN U.S. PORTS AND POINTS AND WORLD WIDE PORTS AND POINTS

ABSOLUTE WORLDWIDE LOGISTICS, INC. is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission ("FMC") operating under FMC organization number 025448N.

NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements NRAs".

NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).



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TARIFF DETAILS

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AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

NUMBER:	025448N -100
NAME:	ABSOLUTE WORLDWIDE LOGISTICS, INC.
TRADE NAME:	
TYPE:	NON-VESSEL OPERATING COMMON CARRIER
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Rule 1: Scope

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

U.S. ATLANTIC BASE PORTS (ACBP) Baltimore, MD Boston, MA Chester, PA Charleston, SC Jacksonville, FL Miami, FL New York, NY Newark, NJ Norfolk, VA Philadelphia, PA Savannah, GA Wilmington, NC U.S. GULF COAST BASE PORTS: (GCBP) Houston, TX Galveston, TX New Orleans, LA Tampa, FL Mobile, AL U.S. PACIFIC COAST BASE PORTS: (PCBP) Port Hueneme, CA Los Angeles, CA Long Beach, CA Oakland, CA San Francisco, CA San Pedro, CA Portland, OR Seattle, WA Tacoma, WA GREAT LAKES BASE PORTS Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

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

B. INTERMODAL SERVICE

Carrier will have the option of providing through intermodal service via any combination of air, barge, motor and rail service.

Intermodal Rates will be included in the lump sum as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 herein).

Rule 1-A: Worldwide Ports and Points

Except as noted this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points. NRAs to and from World Inland Points apply via Base Ports.

Rule 1-B: Intermodal Service

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

Rule 2: Notice to Tariff Users

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §§520 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs").

a. NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

- b. Carrier's Rules are provided free of charge to Shipper, Consignee and the public at <u>www.AbsoluteWL.com</u> containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- c. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's response by e-mail or other writing (collectively "the writings") or absence of explicit refusal which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §§520 and 532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA.
- d. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent, including originating carriers in the case of through transportation.
- e. Except as otherwise provided in the NRA, all shipments that are subject to origin, destination, terminal, local or foreign charges shall be for the account of the cargo.

Rule 2A: Application of NRAs and Charges

1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable.

NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. Charges displayed will be as a lump sum for the total amount of ocean freight only or point to port charges for intermodal shipments.

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, wharfage, cost of landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be according to Incoterms.

NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including customs clearance, assessments or forwarding charges, except as provided.

Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.

- 3. Packages containing articles of more than one description shall be rated on the basis of the NRA provided for the highest rated articles contained therein.
- 4. An NRA does 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. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
- 7. 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, acts of God, 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, by publication in this Tariff, any affected rate or rates in order to meet such conditions.

8. 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.

Rule 2-010: Packing Requirements

 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.
 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.

Rule 2-020: Diversion by Carrier

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

1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports en-route between Carrier discharging terminal and carrier's delivery terminal provided the NRAs are already provided for such destinations in individual commodity items.

2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

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

Rule 2-050: Shipper Furnished Containers

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

A. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.

B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carrier's vessel prior to loading by the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.

C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.

D. Shipper will be required by the carrier to submit documentary evidence of ownership or lease holdership of the container offered for shipment.

Rule 2-060: Measurement and Weight

NRA's will list the lump sum or per container rates only.

Rule 2-070: Overweight Containers

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges Incurred in re-handling cargo to comply with maximum weight restrictions will be for 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).

Rule 2-080: Shipper's Load and Count

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

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

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

Except as otherwise provided in the NRA, shipments destined to more than one port of discharge may not be loaded by the shipper into the same container. Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers at their expense and the carrier shall not be responsible for such materials nor their return after use. The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

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

A. Definition of Diversion:

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.

B. Conditions:

- 1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
- 2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
- 3. This rule will apply to full Bill of Lading quantities or full container loads only.
- 4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
- 5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$100/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
- 6. Diversion charges or administrative charge are payable by the party requesting the diversion.

Rule 2-100: Security Fee

Security fees are applicable on many shipments and included in the lump sum listed on the NRA

Rule 2-110: Restricted Articles

Except as otherwise provided in each individual NRA, the following articles will not be accepted for transportation:

- 1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
- 2. Cargo which, because of its inherent vice, is likely to impregnate or otherwise damage Carrier's containers or cargo.

- 3. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry Including costume novelty jewelry, except where otherwise specifically provided, postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
- 4. Corpses or cremated remains.
- 5. Animals, birds, fish, livestock.
- 6. Eggs, viz: Hatching.
- 7. Poultry or pigeons live (Including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
- 8. Silver articles or ware, sterling.
- 9. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
- 10. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
- 11. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

Rule 2-120: Freight All Kinds (FAK)

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 NRA.

Rule 2-130: Alternate Service Levels

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

Rule 2-140: AES Filing

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date or 2 hours before train border crossing. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations which will be for the account of the cargo.

Rule 2-150: Documentation Fee

Document fees are considered origin and destination local charges and shall be for the account of the cargo and are included in the individual NRA, if any.

Rule 2-160: AMS Charges

AMS charges are applicable on all import shipments and included in each individual NRA.

Rule 2-170: Submission of ISF Data

All Importer Security Filing data as required by US Customs must be submitted 48 hours prior to loading if carrier is responsible to entering with Customs.

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

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the cargo and may be warehoused at the risk and expense of the cargo or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier.

NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the cargo.

Rule 2-190: Cargo Roll-Over Fee

Carrier will require complete and accurate shipping instructions by the "Document Due by Date" mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the "Document Due By date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account. All Cargo Roll-Over Fees charged by the VOCC are for the account of the cargo.

Rule 2-200: Free Time Detention / Demurrage / Storage

Goods received at break-bulk terminal, CFS or CY are subject to free time and detention, demurrage, or storage provisions of the appropriate port terminal tariff or ocean common carrier tariff. In the absence of such tariff, the free time and charges contained in the closest public port terminal tariff will apply. Should there be no port terminal tariff or public port terminal tariff to apply, the free time allowed shall be as follows:

Export: Number of free days for per diem depends on the carrier and any charges over that amount are for the account of the cargo.

Import: Number of free days for per diem or demurrage depends on the carrier and any charges over that amount are for the account of the cargo

Rule 3: Rate Applicability Rule

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

Rule 4: Heavy Lift and/or Out of Gauge

Heavy lift and or out of gauge cargo charges are applicable and shall be included in the individual NRA.

Rule 5: Minimum Bill of Lading

Not applicable

Rule 6: Payment of Freight and Charges

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 exchange rates, carrier reserves the right, upon publications in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, to adjust the NRAs and charges as required.

B. PAYMENT IN U.S. DOLLARS

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

Rule 7: Bill of Lading

B. Carrier's bill of lading, front and back provided herein:

Shipper PH: 2	B	ILL OF LADIN	G Bil/Lading Number
	EX	(PRESS DOP	RESS BILL OF LADING
Consignee (if To Order' so indicate)			
Notily party (Ne claim shall attach for failure to notify)		wise stated, to be transported to suc- ept to all the terms and conditions of to which the Mechanit agrees by one notwithstanding particulars given below as stated littor, contents and value of the Go ITM/ESS wheneof one [1] original its withe same being accomplished the	This below in apparent good order and condition unless in place on agreed, autoreside or pomitted terem and appearing on the heat and tevents of thim. Bit of constring this Bit of Looking, sky local privileges and by the shipper and the weight, measure, quantity, de a ne unknown to the Cartist I of Lating tase seen signed if not otherwas valued. I of lating tase seen signed if not otherwas valued fortengin, if any to be void if required by the Cartist mendance duty endorsed in exchange for the Doode or
Vesse	I	Port of Loading	Encess Value Declaration: Hele & Cause 11(0 + (2) on everys sile
Fort of Dacharge	Destination (For-carriage)	Freight Payable at:	No. of Originalis
Marks and Filumbers	Number and Kind of packs	ages / Description of Goods	Gross Weight Measurement Kgs. M ³

ITN: : INCOTERM:	Consol Ref: SHIPPED ON BOARD	*Shipper Load and Count
Bill of Ladino must be surrendered to:		Proight Details, Charges, etc.
i na sel		
Place and Date of issue	·	
Place of Receipt	Place of Delivery	
	-	Total No. of Mackages (in words)
LAW AND JURISDICTION CLAUSE The Contract evidences by or contained in this Bill of Lading shall be governed by the law in United States and any datim or disputs atteing heavunder or in connection heaveth shall (without prejudice to the Center's rights to commence proceedings in any other jurisdiction) be subject to the jurisdiction of the Courts of United States.		Note: The Mechanita attention is called to the fact that according to Clauses 10, 11 and 12 of the Bill of Lading, the labelity of the Cardier is, in most cases, limited in the respect of loss of or damage to the goods and delay.

BILL OF LADING FOR PORT TO PORT SHIPMENT OR FOR COMBINED TRANSPORT

DEFINITIONS

DEFINITIONS "Horchant" means and includes the Shipper, the Consigner, the Holder of this Bill of Lading, the Receiver and the Owner of the Goods. "Carrier" means the issuer of this Bill of Lading as named on the face of it. "Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Bussels on 25th August 1924. "Hague-Visby Rules" means the provisions of the United Nations Convention on the Carriage of Goods by Sea 1978. "Constant Shares the Carriage of Goods by Sea Act 1991 of Australia dated 1st November 1991.

November 1991. "COGSA 1971/92" means the Carriage of Goods by Sea Act of the United Kingdom dated 8th April 1971 and also includes the provisions of the Act dated 16th July

dated 8th April 1271 et al and another and the second seco

. 'S" means Special Drawing Rights as defined by the International Monetary

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1. APPLICABILITY

The provisions set out and referred to in this document shall apply if the transport as described on the face of the Bill of Lading is Port to Port or Combined Transport.

2. CARRIER'S TARIFF The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

WARRANTY

3. WARRANTY The Merchant warrants that in agreeing to the terms hereof he is the agent of and 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.

4. NEGOTIABILITY AND TITLE TO THE GOODS

4. NEGOTIABILITY AND ITTLE TO THE GOODS (1) This Bill of Lading shall be non-negotiable unless made "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to neceive or to transfer the Goods herein described. (2) This Bill of Lading shall be prima facie evidence of the taking in charge by the be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. ISSUANCE OF THIS BILL OF LADING By issuance of this Bill of Lading the Carrier assumes liability as set out in these By issume of this bill of Lading the Carrier assumes liability as set out in these Conditions and the control of the control o

the Goods are taken in charge to the place designated for delivery in this Bill of Lading. (2) For the purposes and subject to the provisions of this Bill of Lading, the Carrier shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the Contract evidenced by this Bill of Lading, but see clause 26 below. (3) When issued on a Port to Port Basis, the responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsever in respect of the Goods of for any other matter arising during any other whatsever in respect of the Goods of nor any other matter arising during any other services in respect of the Goods prior to many charge. The other into contracts on behalf of the Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to bading and subsequent to discharge of the Goods from the vessel whour responsibility for any as such agent enter into contract with others on any terms whatsoever including terms less favourable than the terms in this Bill of Lading.

the terms in this Bill of Lading. 6. DANGEROUS GOODS INDEMNITY (1) The Nerchart shall comply with the rules which are mandatory according to the different of the comply with the rules which are mandatory according to the different of the danger of the code of the dangerous nature are taken in charge by the Carrier and indicate to him, if need be, the precautions to be taken. (2) If the Merchant fails to provide such information and the Carrier is unwired the exact nature of the danger, before Goods of a dangerous nature are taken in charge by the Carrier and indicate to him, if need be, the precautions to be taken. (2) If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at the time, they are desended to a hazard to life or poperty, they may at any place be unloaded, destroyed or medered harmless, as circumstances may require, without compensation, and the Merchant shall be lable for all loss, damage, delay or services incidental thereto. (3) If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the vessel, vehicle or carro, they may in like manner be unloaded or any place or destroyed or rendered innocuous by the Carrier, without liability on the part of the Carrier, except General Average, if any.

any.
7. DESCRIPTION OF GOODS AND MERCHANT'S PACKING
(1) The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity, weight and/or volume as furnished by him, and the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage on expenses arising or resulting from inaccuracies in or inadequacy of the Merchant shall be lable for any person way limit his responsibility and lability under this Bill of Lading to any person other than the Merchant.
(2) Whout prejudice to Clause 8 (A) (2) (c), the Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of foods or by faulty loading or packing within containers and trailers and on flats when such loading or packing the Merchant, and shall defend, indemnify and hold harmless the Carrier against any addition or any like condition due to moisture is not a condition of damage but is inherent to obtain for and condition is not a representation that such conditions of nuk, oxidation or the like did not exist (a) (4) (b).

is not a representation that such conditions of rust, oxidation or the like du not exame. (4) (a) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Goods have been properly stuffed in the Container and that its thermostatic controls and the been properly stuffed in the Container and that its thermostatic controls have been properly stuffed in the Container and that its discussion (b) The Carrier: If the said requirements are not compiled with the Carrier shall not be liable for any loss of or damage to the Goods by such non-compliance. (b) The Carrier shall not be liable for any loss of or damage to the Goods arising from larkin erg, plant insulation or any apparatus of the Containers, provided that the Carrier shall below on at the beginning of the transport exercise due diligence to maintain the temperature controlled Container in an efficient state.

8. EXTENT OF LIABILITY A. (1) The Carrier shall be I

B: EXTENT OF LIABILITY
A: (1) The Carrier shall be liable for loss or damage to the Goods occurring between the time when he takes he Goods into his charge and the time of delivery.
(2) The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage was caused by
(a) an act or omission of the Merchant, or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the Goods in to his;
(b) insufficiency or defective condition of the packaging or marks and/or numbers:
(c) handling, loading, storage or unloading of the Goods is by the Merchant or any person acting on behalf of the Merchant:
(e) strike, lockout, stoppage or restraint of labour, the consequences of which the Carrier could not avoid by the exercise of reasonable dilgence:
(f) a nuclear incident if the operator of a nuclear installation or a person acting or where of the could not prevent by the exercise of reasonable dilgence:
(f) an ucuse or event which the Carrier could not avoid and the consequences where of he could not prevent by the exercise of reasonable dilgence:
(f) an ucuse or event which the Carrier could not avoid and the consequences that, in the circumstances of the case, the loss or damage wable dilgence:
(f) the burden of proving that the loss or damage wable dilgence:
(f) the causes and events specified in (b) to (d) above, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the claims strait, however, be entitled to prove that the claims or events.
(g) Men in accordance with Clause 8 A(1) the Carrier is liable to pay comperastion in respect of loss or damage and the stage of transport where loss or damage courred is known, the liability of the Carrier in respect of such bass or damage shall be presumed base:

causes or events. B. When in accordance with Clause 8 A.(1) the Carrier is liable to pay compensation in respect of loss or damage and the stage of transport where loss or damage occurred is known, the liability of the Carrier in respect of such loss or damage shall be: (1) determined by the provisions contained in any International Convention or National Law, which provisions (a) cannot be departed from by private contract, to the detriment of the claimant, and

(b) would have applied if the claimant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage

occurred and received as evidence thereof any particular document which must be issued in order to make such International Convention or National Law applicable. (2) with respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (neor more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfilment of such inland carriers' obligation under the contracts and tariffs.

9 CONTAINERS

10. PARAMOUNT CLAUSE (1) This Bill of Lod

10. PRAMOUNT CLAUSE (1) This Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA 193) or COGSA 1935) to this Bill of Lading and the provision of the Hague Rules (or COGSA 1936) to this Bill of Lading is subject to U.S. law) shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. The Hague Rules or Hague Visby Rules applicable legislation shall apply to all Goods whether carried on deck or under deck. If and to extent that provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily prior to loading on or after discharge from the vessel, the Carrier's responsibility shall instead be governed by the provisions of Gause 8, but if such provisions are found to invalid such responsibility shall be subject to COGSA 1936. (2) The Carrier's shall be entitled (and nothing in this Bill of Lading shall operate to imit or deprive such entitlement) to the full benefit of, and rights to, all limitations of or exemptions from limitity and all rights conference on authorized by applicable law, statute or regulation of any country including, but not limited to statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America. (3) Save where the Hague or Hague/Nules apply preason of (1) above, this Bill of Lading shall take effect subject to any national law in force at the port of shipment or palce of issue of the Bill of Lading in which case this Bill of Lading values of the Bill of Lading or laws whethere making the Hamburg Rake computed on the destiment of the shipper or consignee.

Rules compulsorily applicable to this Bill of Lading in which case this Bill of Lading shall have effect subject to the Hamburg Rules which shall nully any stipulation derogating therefrom to the detriment of the shipper or consignee.
11.11117101 MADINT
(1) When the Carrier is liable for compensation in respect of loss or damage to the Goods at the place and time they are delivered.
(2) The value of the Goods shall be factualized by reference to the value of such the contract or should have been so delivered.
(2) The value of the Goods shall be factualized by reference to the value of such the contract or should have been so delivered.
(2) The value of the Goods shall be factualized by reference to the value of such the contract or should have been so delivered.
(3) The value of the Goods shall be factualized by reference to the value of such the value of Goods of the same kind and quality. compensation shall not the cortex of the order of the same ball and the duality. compensation shall not the value of Goods to the same kind and quality. compensation shall not the value of Goods to the same kind and quality. compensation shall not the value of Such as the date when settlement is agreed or judgement made. However, the Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to the claim.
(4) Where the Hague Rules, Hague V-Haly Rules or COGSA 1991 or COGSA 1936 or flamburg Rules apply, the Carrier shall not, unaly assa declared value has been noted in according by of the garkage or shipping unit, limitation as hald down by the applicable with paragraph 5 of this Clause, be or become liable for any loss or unit in excess of the package or shipping unit, and the Goods lost or damaged, and according to COGSA 1991 or COGSA 1991 or COGSA 1991 or 20 SDNs per package or shipping unit, and the Goods lost or damaged, and according to COGSA 1991 and COGSA 1991 and COGSA 1991.
(5) The Carrie

herein be construed to be a waiver of limitation as to Goods shipped in bulk. **12. DELAY, CONSEQUENTIAL LOSS, ETC.** (1) Arrival times are not guaranteed by the Carrier. If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the Goods, the liability of the Carrier shall be limited to two and a haft times the freight payable for the goods delayed but not exceeding the total freight payable under the contract of carriage or the value of the Goods as determined in Clause 11 (2) If at any time the carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whenseever and wheresever arising (whether or not the carriage has commenced) the Carrier may: (a) without notice to the Merchant abandon the carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier's rights subsequently to abusting the earlied to full charges on Goods received for carriage and the Harchant's disposal and without prejudice to the Carrier's rights subsequently to abusting the earlied to full charges on Goods received for carriage and the Merchant's and pay any additional costs resulting from the above mentioned circumstances. (3) The liability of the Carrier in respect of suball cases on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any Government or Authority or any person acting or purporting to act as or on behalf of such Government or Authority or any person acting or purporting to act as

13. DEFENCES The defences and limits of liability provided for in these Conditions shall apply in any interview the Carrier for loss of or damage or delay to the Goods whether the actions against the Carrier for loss of o action be founded in contract or in tort.

action be founded in contract or in fort. **14. LIASILTY of OTHER PERSONS** (1) Any person or vessel whatsoever, including but not limited to, the Carrier's servants or agents, any independent contractor or his servants or agents, and all others by whom the whole or any part of the contract evidenced by this Bill of Lading, whether directly or indirectly, is procured, performed or undertaken, shall have the benefit of all provisions in this Bill of Lading benefiting the Carrier as if such provisions were expressly for his benefit and in entring 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 shall to this extent be or be deemed to be parties to this contract. (2) The aggregate of the amounts recoverable from the Carrier and the persons for in these conditions.

15. METHOD AND ROUTE OF TRANSPORTATION (1) The Carrier may at any time, with or without notice to the Merchant, use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; stow the Goods, whether containerised or not, on or under deck; transfer the Goods from one conveyance to another

including transhipping or carrying the same on a vessel other than that named on the front hereof or by any other means of transport whatsoever; at any place unsative remove Goods which have benefited in or one Chainer and forwards discretion (whether or not the nearest remove different of used or unsative any order; load or unload the Goods from any conversion of the name of any order; load or unload the Goods from any conversions at any place; comply with any orders or recommendations given by any Government or Authority or any person or body acting or purporting to act as or on bhalf of such Government for 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 carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warking stores and sail armed or unarmed (2) The liberties set out in paragraph (1) of this Clause may be invoked by the Carrier for any purporyse whatsoever whether or not connected with the Carriage or shall be deviation of whatsoever nature or degree.

16. DELIVERY If delivery of the Goods or any part thereof is not taken by the Merchant, at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereon, the Carrier shall be entitled to store the Goods or any part thereof at the cole risk of the Merchant, where upon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Carrier or any agent of sub-contractor of the Carrier) shall forthwith upon demand be paid or any agent of sub-contract by the Merchant to the Carrier

by the Perchance time carrier. 17. BOTH-TO-BLARE COLLISION If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non-carrying vessel or object or the owner of, charterer of or person responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising therefrom) any vessel or person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying vessel or object, and set off, recouped or recovered by such vessel, object or person(s) against the Carrier, the carrying vessel or her owners or charterers.

Carrying vessel or her owners or charterers. **18. FREIGHT AND CHARGES** (11) Freight shall be paid in cash without discount and, whether prepayable or payable at destination, shall be considered as earned on receipt of the Goods and not be be transmitted or rengenous-term in the field of a start of the constraints of the constraints on prevents in the constraint of the constraints of the start of the start of the start of the constraints of the start of the start of the constraint of the start of the for any costs in destart of the start of the

nature caused by Warf, Warfike operatounts, epicerinities, sources, poverinitents or indice majeure. (5) The Marchant warrants the correctness of the declaration of contents, insurance, weight, measurement or value of the Goods but the Carrier reserves the right to have the contents inspected and the weight, measurement and value verified. If on such inspection it is found the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the Freight charged whichever sum is the smaller, shall be payable as figuidated damage to the Carrier for his inspection costs and losses of Freight on other Goods notvithstanding any other sum having been stated on the Bill of Lading as Freight payable.

19. LIEN The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and for General And the contribution of the state of the Carrier form the Merchant and the General autonon or private meshy, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant and at the Merchant's expense and without any liability towards the Merchant.

20. GENERAL AVERAGE (1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1994 at any place at the option of the Carrier and the amended Jason Clause as approved by BINCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection. (2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection. (3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

21. NOTICE

21. NOTICE Unless notice of loss or damage to the Goods and general nature of it be given in writing to the Carrier or the persons referred to in paragraph 2 of Clause 5 at the place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereto under this Bill of Lading, or if the loss or damage be not apparent, within seven consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.

22. NON DELIVERY If this Bill of Lading is issued evidencing the Carriers Contract of Carriage by Combined Transport, failure to effect delivery within 90 days after the expiry of a time limit agreed and expressed herein or, where no time limit is agreed and so expressed, failure to effect delivery within 90 days after the time it would be reasonable to allow for diligent completion of the combined transport operation shall, in the absence of the evidence to the contrary, give to the party entitled to receive delivery, the right to treat the Goods as lost.

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23. TIME BAR The Carrier shall be discharged of all liability under the Terms and Conditions of this Bill of Lading, unless suit is brought within nine months after (1) the delivery of the Goods, or (2) the date when the Goods should have been delivered, or (3) the date when the accordance with Clause 22, failure to deliver the Goods would, in the absence of evidence to the contrary, give to the party entitled to receive delivery, the right to treat the Goods as lost. In the event that such time period shall be found contrary to any Convention or law compulsorily applicable, the period covered by such Convention or law shall then apply but in that circumstance only.

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

25. PARTIAL INVALIDITY If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained therein.

Continent of Africa Middle East which, for the purposes of this Bill of Lading only, is expr

Afghanistan, Bahrain, Egypt, Iran, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi

definition of the second se

26. MODIFIED COMBINED TRANSPORT CLAUSE.

Rule 8: Ad Valorem Rates

A. The liability of the Carrier as to the value of shipments at the NRAs herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form attached in rule 8.

B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated NRAs applying to the commodities shipped as specified herein. C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be calculated at \$.60/\$100 of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA. Should the Shipper require Insurance covering such shipments, 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 value to be insured. The Ad Valorem rate shall be calculated at \$.70/\$100 of the total value to be insured which shall Include Cost of Goods + Freight Charges + 10% and is in addition to the base NRA.

Rule 9: Co-Loading

(1) The Carrier from time to time tenders cargo for co-loading.

- (2) Carrier enters into carrier-to-carrier relationships for co-loading of cargo with the following NVOCCs from time to time: Vanguard Logistics, Carotrans, Shipco, Econocaribe, Troy Container Lines, and Royal Cargo Line.
- (3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
- (4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.

(5) Carrier as part of the NRA process shall annotate in a clear and legible manner on each bill of lading where the identity of any other NVOCC may be located in its Rules Tariff to which the shipment has been tendered for co-loading.

(6) Co-loading rates. If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

Rule 10: Hazardous Cargo

Any dangerous goods fees for acceptable commodities will be included in the NRA.

Rule 11: Free Time and Demurrage

Any charges for storage, detention or demurrage of freight or containers are for the account of the cargo.

Rule 12: Shippers Requests

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

Rule 13: Use of Carrier Equipment

Carrier does not own or lease equipment. Any ensuing charges are for the account of the cargo and will NOT be included in the NRA.

Rule 14: Carrier Terminal Charges

Origin and destination terminal handling charges are for the account of the cargo. If prepaid, these will be included in the NRA.

Rule 15: NVOCC Bond

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

reparations issued pursuant to Section 11 of the Shippin

 Bond No. 2015030107
 Issued By: American Alternative Insurance Corporation A Delaware Corporation
 555 College Road East P. O. Box 5241
 Princeton, NJ 08543

Agent for Service of Process Carrier's legal agent for the service of judicial and administrative process, including subpoenas is: Roanoke Trade Services, Inc. 1475 E. Woodfield Road, Suite 500

Schaumburg, IL 60173

Rule 16: Certification of Shipper Status

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 an active tariff published and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR §§ 520 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

Rule 17: Definitions

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

CONSIGNOR, CONSIGNEE OR SHIPPER - Include the authorized representatives or agents of such "consignor,"

"consignee," or "shipper."

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

a) At Origin - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.

b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.

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

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

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

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

IN PACKAGES - shall include any shipping form other than "in bulk," "loose," "in glass or earthenware, not further packed in other containers" or "skids" **KNOCKED DOWN (KD)** - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 33 1/3 percent from its normal shipping cubage when set up or assembled.

KNOCKED DOWN FLAT (KDF) - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 66 2/3 percent from its normal shipping cubage when set up or assembled.

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

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

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

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

NVOCC SERVICE ARRANGEMENT (NSA) means a written contract, other than a bill of lading or receipt, between one or more NSA shippers and an individual NVOCC or two or more affiliated NVOCCs, in which the NSA shipper makes a commitment to provide a certain minimum quantity or portion of its cargo or freight revenue over a fixed time period, and the NVOCC commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.

NSA SHIPPER - means a cargo owner, the person for whose account the ocean transportation is provided, the person to whom delivery is to be made, a shippers' association, or an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C. 40102(16)), that accepts responsibility for payment of all applicable charges under the NSA.

NEGOTIATED RATE ARRANGEMENT (NRA) - means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

NESTED - means that three or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one third of its height.

NESTED SOLID - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-half inch. **ONE COMMODITY** - means any or all of the articles described in any one-NRA.

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

PUBLISHING CARRIER - means ABSOLUTE WORLDWIDE LOGISTICS, INC., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC License and Organization No. 025448N.

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

SHIPMENT - means a quantity of goods, tendered by one consignor on one bill of lading at one origin at one time in one or more containers for one consignee at one destination.

STUFFING – **UN-STUFFING** - means the physical placing of cargo into or the physical removal of cargo from carrier's containers. **UNPACKING** - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

Rule 18: Exp	lanation of Abbreviations		
Ad Val	Ad Valorem	KDF	Knocked Down Flat
AI	All Inclusive	Kilos	Kilograms
BF	Board Foot or Board Feet	K/T	Kilo Ton
B/L	Bill of Lading	LCL or LTL	Less than Container Load
BAF	Bunker Adjustment Factor	LS	Lump sum
BM	Board Measurement	L/T	Long Ton (2240 Lbs.)
С	Change in tariff Item	Μ	Measure
CAF	Currency Adjustment Factor	Max	Maximum
CBM, CM or M3	Cubic Meter	MBF or MBM	1,000 Feet Board Measure
CC	Cubic Centimeter	Min	Minimum
CFS	Container Freight Station	MM	Millimeter
CFT	Cubic Foot or Cubic Feet	MQC	Minimum Quantity Commitment
CLD	Chilled	N/A	Not Applicable
СМ	Centimeter	NRA	Negotiated Rate Arrangements
CU	Cubic	NSA	NVOCC Service Arrangements
CWT	Cubic Weight	NHZ	Non-Hazardous
CY	Container Yard	NOS	Not otherwise specified
D	Door	OT	Open Top
DDC	Destination Delivery Charge	P	Pier
Е	Expiration	PKG	Package or Packages
ET	Essential Terms	PRC	People's Republic of China
ETC	Et Cetera	PRVI	Puerto Rico and U.S. Virgin Islands
FAK	Freight All Kinds	R	Reduction
FAS	Free Alongside Ship	RE R/T	Reefer / Refrigerated Revenue Ton
FB	Flat Bed	R/ I RY	Rail Yard
FCL	Full Container Load	SL&C	Shipper's Load and Count
FEU	Forty Foot Equivalent Unit	SLAC Sq. Ft	Square Foot or Square Feet
FI	Free In	Sq. 14 S/T	Short Ton (2000 lbs.)
FIO	Free In and Out	SU or S/U	Set Up
FIOS	Free In, Out and Stowed	TEU	Twenty Foot Equivalent Unit
FO	Free Out	THC	Terminal Handling Charge
FOB	Free On Board	TRC	Terminal Receiving Charge
FMC	Federal Maritime Commission	USA	United States of America
FR	Flat Rack	USD	United States Dollars
Ft	Feet or Foot	VEN	Ventilated
GOH	Garment on Hanger	VIZ	Namely
Н	House	VOL	Volume
HAZ	Hazardous	W	Weight
I	New or Initial Tariff Matter	W/M	Weight/Measure
K/D	Knocked Down		÷

Rule 19: Location of Tariff

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