

ABSOLUTE WORLDWIDE LOGISTICS, INC.

ORIGINAL TITLE PAGE

TARIFF NO. 100

FMC No.: 025448N

Non-Vessel Operating Common Carrier

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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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CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE
AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

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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 www.AbsoluteWL.com 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 of this offer, and the terms of the NRA shall bind the parties. If the writing provided 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

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.

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 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 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.

NRA's 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 PIL: ✓		BILL OF LADING		Bill/Lading Number
Consignee (if To Order so indicate)		EXPRESS EXPRESS BILL OF LADING		
Notify party (No claim shall attach for failure to notify)		<p>Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privilege and customs notwithstanding.</p> <p>The particulars given below as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.</p> <p>In WITNESS whereof one (1) original Bill of Lading has been signed, if not otherwise stated below, the same being accomplished the other(s), if any to be void, if required by the Carrier. One (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.</p>		
Vessel	Port of Loading	Excess Value Declaration Rate to Clause 11(a) + (b) or reverse side		
Port of Discharge	Destination (if on carriage)	Freight Payable at:	No. of Originals	
Marks and Numbers	Number and Kind of packages	Description of Goods	Gross Weight Kgs.	Measurement M ³

ITN:	Conso? Ref:	*Shipper Load and Count
INCOTERM:	SHIPPED ON BOARD	
Bill of Lading must be surrendered to:		Freight Details, Charges, etc.
Place and Date of issue		
Place of Receipt	Place of Delivery	
LAW AND JURISDICTION CLAUSE		Total No. of Packages (in words)
<p>The Contract evidenced by or contained in this Bill of Lading shall be governed by the law in United States and any claim or dispute arising hereunder or in connection herewith shall (without prejudice to the Carrier's rights to commence proceedings in any other jurisdiction) be subject to the jurisdiction of the Courts of United States.</p>		<p>Note: The Merchant's attention is called to the fact that according to Clause 10, 11 and 12 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in the respect of loss of or damage to the goods and delay.</p>

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 charged 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.

2. **Bond No. 2015030107**

3. 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: Explanation 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.)
C	Change in tariff Item	M	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
CM	Centimeter	NRA	Negotiated Rate Arrangements
CU	Cubic	NSA	NVOCC Service Arrangements
CWT	Cubic Weight	NHZ	Non-Hazardous
CY	Container Yard	NOS	Not otherwise specified
D	Door	OT	Open Top
DDC	Destination Delivery Charge	P	Pier
E	Expiration	PKG	Package or Packages
ET	Essential Terms	PRC	People's Republic of China
ETC	Et Cetera	PRVI	Puerto Rico and U.S. Virgin Islands
FAK	Freight All Kinds	R	Reduction
FAS	Free Alongside Ship	RE	Reefer / Refrigerated
FB	Flat Bed	R/T	Revenue Ton
FCL	Full Container Load	RY	Rail Yard
FEU	Forty Foot Equivalent Unit	SL&C	Shipper's Load and Count
FI	Free In	Sq. Ft	Square Foot or Square Feet
FIO	Free In and Out	S/T	Short Ton (2000 lbs.)
FIOS	Free In, Out and Stowed	SU or S/U	Set Up
FO	Free Out	TEU	Twenty Foot Equivalent Unit
FOB	Free On Board	THC	Terminal Handling Charge
FMC	Federal Maritime Commission	TRC	Terminal Receiving Charge
FR	Flat Rack	USA	United States of America
Ft	Feet or Foot	USD	United States Dollars
GOH	Garment on Hanger	VEN	Ventilated
H	House	VIZ	Namely
HAZ	Hazardous	VOL	Volume
I	New or Initial Tariff Matter	W	Weight
K/D	Knocked Down	W/M	Weight/Measure

Rule 19: Location of Tariff

This tariff is published on the web at: www.AbsoluteWL.com. Please refer to the tariff profile or title page for additional contact information.