

Rule 1 SCOPE

effective date = 15JUN2017

Rules, regulations and rates published herein apply BETWEEN United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions and U.S. Inland Points AND Worldwide Ports and Points as specified below:

A. U.S. PORTS, TERRITORIES, POSSESSIONS AND INLAND POINTS

All Ports and Interior Points in the following areas:

Alabama	Louisiana	Ohio
Arizona	Maine	Oklahoma
Arkansas	Maryland	Oregon
California	Massachusetts	Pennsylvania
Colorado	Michigan	Rhode Island
Connecticut	Minnesota	South Carolina
Delaware	Mississippi	South Dakota
District of Columbia	Missouri	Tennessee
Florida	Montana	Texas
Georgia	Nebraska	Utah
Idaho	Nevada	Vermont
Illinois	New Hampshire	Virginia
Indiana	New Jersey	Washington
Iowa	New Mexico	West Virginia
Kansas	New York	Wisconsin
Kentucky	North Carolina	Wyoming
	North Dakota	

Alaska	Johnston Atoll	Puerto Rico
American Samoa	Midway Islands	Virgin Islands
Guam	Northern Mariana	Wake Island
Hawaii	Islands	

B. WORLDWIDE PORTS AND POINTS

All Ports and Points in the following Areas:

Afghanistan	Bahamas, The
Albania	Bahrain
Algeria	Bangladesh
Andorra	Barbados
Angola	Belgium
Anguilla	Belize
Antigua and Barbuda	Benin
Aruba	Bermuda
Argentina	Bolivia
Australia	Botswana
Austria	Brazil
British Virgin Islands	Greece
Brunei	Greenland
Bulgaria	Grenada

Burkina	Guadeloupe
Burma	Guatemala
Burundi	Guernsey
Cambodia	Guinea
Cameroon	Guinea-Bissau
Canada	Guyana
Cape Verde	Haiti
Cayman Islands	Honduras
Central African Republic	Hong Kong
Chad	Hungary
Chile	Iceland
China	India
Christmas Island	Indonesia
Colombia	Iran
Comoros	Iraq
Congo	Ireland
Cook Island	Israel
Costa Rica	Italy
Cuba	Ivory Coast
Cyprus	Jamaica
	Japan
Denmark	Jersey
Djibouti	Jordan
Dominica	Kenya
Dominican Republic	Kiribati
Ecuador	Korea, Democratic
Egypt	People's Republic
El Salvador	Korea, Republic of
Equatorial Guinea	Kuwait
Ethiopia	Laos
Falkland Islands	Lebanon
Faroe Islands	Lesotho
Federated States of	Liberia
Micronesia	Libya
Fiji	Liechtenstein
Finland	Luxembourg
France	Macau
French Guiana	Madagascar
French Polynesia	Malawi
Gabon	Malaysia
Gambia	Maldives
Germany	Mali
Ghana	Malta
Gibraltar	Man, Isle of
Marshall Islands	San Marino
Martinique	Sao Tome and Principe
Mauritania	Saudi Arabia
Mauritius	Senegal
Mayotte	Seychelles
Mexico	Sierra Leone
Monaco	Singapore
Mongolia	Solomon Islands
Montserrat	Somalia
Morocco	South Africa
Mozambique	Spain
Namibia	Sri Lanka
Nauru	Sudan

Nepal	Suriname
Netherlands	Swaziland
Netherlands Antilles	Sweden
New Caledonia	Switzerland
New Zealand	Syria
Nicaragua	Taiwan
Niger	Tanzania, United
Nigeria	Republic of
Niue	Thailand
Norfolk Island	Togo
Norway	Tonga
Oman	Trinidad and Tobago
Pakistan	Trust Territory of
Panama	the Pacific
Papua New Guinea	Tunisia
Paraguay	Turkey
Peru	Turks and Caicos Islands
Philippines	Tuvalu
Pitcairn Islands	Uganda
Poland	
Portugal	
Qatar	United Arab Emirates
Reunion	United Kingdom
Romania	Uruguay
Rwanda	Vanuatu
St. Helena	Venezuela
St. Kitts and Nevis	Vietnam
St. Lucia	Western Sahara
St. Pierre and	West Samoa
Miquelon	Yemen
St. Vincent and The	Zaire
Grenadines	Zambia
	Zimbabwe
Slovakia	Czech Republic
Armenia	Lithuania
Azerbaijan	Moldova
Belarus	Russia
Estonia	Tajikistan
Georgia	Turkmenistan
Kazakhstan	Ukraine
Kyrgyzstan	Uzbekistan
Latvia	Federal Republic of Yugoslavia
Bosnia	Slovenia
Croatia	
Macedonia	

C. LOCATION GROUPS

Group Name	Code	Type	Origin/Destination
Worldwide - USA	WWUSA	Scope	Origin
Worldwide Origin Ports	WWOP	Port	Origin
U.S. Destination Ports	USDP	Port	Destination

Worldwide Origin Inland Cities	WWOIC	City	Origin
U.S. Destination Inland Cities	USDIC	City	Destination
US North Atlantic Destination Ports	USNADP	Port	Destination
US South Atlantic Destination Ports	USSADP	Port	Destination
US Gulf Destination Ports	USGDP	Port	Destination
US Regular Destination Ports	USRDP	Port	Destination
US West Coast Destination Ports	USWCDP	Port	Destination
US East Coast Destination Ports	USECDP	Port	Destination
South Africa Ports Origin Ports (Capetown, Durban, Port Elizabeth)	SAOP	Port	Origin
Japan Ports Origin Ports (Tokyo, Yokohama, Kobe, Osaka & Shimizu)	JAOP	Port	Origin
Australia Ports Origin Ports (Melbourne & Sydney)	ASOP	Port	Origin
UK Inland Points (London, Manchester, Birmingham, Southampton, West London, New Castle, Bristol, Bradford, Glasgow, Aberdeen, Belfast)	UKOP	City	Origin
Spain Ports Origin Ports (Barcelona, Valencia)	ESOP	Port	Origin
Panama Caribbean OriginPorts (Manzanillo, Cristobal, Colon)	PCOP	Port	Origin
Portugal Origin Points (Porto, Lisbon)	PTOP	City	Origin

D. SUBSTITUTED SERVICE (ALTERNATE PORT 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 shippers would have borne had the shipment cleared through the port originally intended.

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

Intermodal Rates will be shown as single-factor through rates as specified in individual TLIs.

Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading.

Rule 1-A ORIGIN INLAND FEE (PRECARRIAGE)

RESERVED

Rule 2 APPLICATION OF RATES AND CHARGES

effective date = 15JUN2017

1. Rates published in this Tariff are stated in terms of U.S. Currency and apply per 1 cubic meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight.

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

Rates indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

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

The "Point" (i.e. Port-to-Point, Point-to-Point, Point-to-Port) rates named in this Tariff are applicable From/To Inland Points which lie beyond port terminal areas. Such rates will be shown as single-factor through

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

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of 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 rate provided for the highest rated articles contained therein.
4. Rates as published herein do not include Marine Insurance or Consular Fees.
5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Import/Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Import/Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs.

Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

6. Unless otherwise specified, when the rates in this Tariff are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
7. The rates shown in this Tariff except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
8. Except as otherwise provided, rates published in this

Tariff apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S., Refrigerated Cargo, N.O.S. rate will apply (for definition of Dangerous/Hazardous Cargo, N.O.S., See Rule 16).

9. Wherever rates are provided for articles named herein, the same rate will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific rates are provided for such parts.

10. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."

11. When a commodity can properly be carried under more than one tariff item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the rate of the end use commodity e.g.:

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

The above does not apply in cases where there is a specific tariff rate for the commodity in question e.g.: If the tariff contains a rate for Rubber Gloves, then this rate will apply - and NOT the Gloves, NOS rate.

12. When two or more rates may be applicable to a given shipment and one rate is more specific than the others, the specific rate shall apply.

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

A rate to a specific destination is more specific than a rate to a geographic range or zone, i.e.: A rate to New York, NY is more specific than a rate to East Coast Ports.

13. Any Tollage, Wharfage, Handling and/or other charges

assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

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

14. TYPES OF SERVICE PROVIDED

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

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

CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.

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

DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

15. SERVICE OPTIONS:

The following service types are available and pertain to rates contained in this tariff.

Door (D)

Door Service pertains to the carrier providing inland transportation to the shippers/consignees designated facilities.

Door Service is applicable only where specifically provided in the individual TLI's.

Container Yard (Y)

The term container yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.

Container Freight Station (S)

The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent.

Rule 2-1 APPLICATION OF RATES AND CHARGES: RATES ON MIXED SHIPMENTS

effective date = 15JUN2017

1. General Application

When two or more commodities are shipped at one time by one shipper to one consignee to one destination on one Bill of Lading for which different rates are provided in this tariff, the separate rate applicable to each commodity will apply, except as follows:

- a. If actual weights and/or measurements for each commodity are not obtainable, charges for the entire shipment will be computed at the rate applicable to the highest rated commodity in the shipment.
- b. If two or more commodities are tendered in a shipper packed container and the rates for one or more commodities are subject to a minimum requirement per container, the rate to apply on each commodity will be the rate which would apply if such commodity were tendered as a straight shipment with a weight, measure or package/carton count the same as the weight, measure or package/carton count of the mixed shipment in the container. The minimum requirement for each container will be the highest applicable to any commodity in the container and any deficit in weight, measurement or package/carton count will be charged for at the highest applicable rate to any commodity in the container.

This Rule will only apply when actual weights and/or measurements for each commodity in each container are declared on the Bill of Lading. In the event a lower charge results by assessing the rate applicable to each commodity, such lower charge will apply.

- c. If two or more commodities are tendered in a shipper packed container and if there is a per container rate applicable to each commodity, then the highest applicable per container rate will apply.

2. Application for Mixed Commodity Rate Items in Chapter 99 only:

Rate Items in Chapter 99 of all Rate Sections shall be subject to a minimum of three (3) commodities per container with no one commodity exceeding 70% of the cargo weight per container unless otherwise specified in the item. A packing list is required prior to the vessel sailing.

Rule 3 RATE APPLICABILITY RULE

effective date = 15JUN2017

The tariff rates, Rules and charges applicable to a given shipment must be those published and in effect when the cargo is received by the ocean carrier or its agent (including originating carriers in the case of rates for through-transportation. A shipment shall not be considered as "received" until the full bill of lading quantity has been received.

Rule 4 HEAVY CARGOES

RESERVED

Rule 5 OVERSIZED CARGO

RESERVED

Rule 6 MINIMUM BILL OF LADING CHARGE

effective date = 15JUN2017

The minimum charge per Bill of Lading, unless otherwise provided, shall be one revenue ton. EXCEPT:

Rule 7 PAYMENT OF FREIGHT CHARGES

effective date = 15JUN2017

All freight and other charges on the Bill of Lading are to be prepaid and due and payable in lawful currency of the United States when billed. Collect shipments can be accepted only by prior agreement in which case the rate of exchange ruling the day of receipt of cargo by carrier, in accordance with Rule 3, shall apply.

Both Shipper and Consignee of the goods or articles shipped shall be liable jointly and severally for all unpaid charges payable on account of a shipment pursuant to applicable tariffs including, but not confined to, sums advanced or disbursed by Carrier on account of such shipment.

effective date = 15JUN2017

All property to be transported shall be held, carried and delivered subject to the provisions of the Carrier's applicable form of Bill of Lading as follows:

TERMS AND CONDITIONS

1. DEFINITIONS

"Carriage" means the whole or any part of the operations and services undertaken or performed by the Carrier in respect of the goods covered by this Bill of Lading.

"Carrier" means the company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been issued.

"Charges" includes freight and all expenses and money obligations payable to the Carrier in accordance with the applicable Tariff, this Bill of Lading and any further obligations due as per the customs of the port.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936, as amended.

"Multimodal Transport" arises where the Carriage under this Bill of Lading is not a Port to Port Shipment.

"Container" includes any container, flat rack, platform, trailer, transportable tank, lift van, pallet or any similar article of transport or equipment used to consolidate goods.

"Goods" means the cargo supplied by the Merchant for Carriage and described on the face of this Bill of Lading and includes any Container, packing or equipment not supplied by or on behalf of the Carrier.

"Hague Rules" means the provisions of the International Convention for Unification of Certain Rules relating to Bill of Lading signed at Brussels on 25th August 1924, as amended.

"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968, as amended.

"Holder" means any Person being in possession of this Bill of Lading to or in whom rights of suit and/or liability under this Bill of Lading have been transferred or vested.

"Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or this

Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons, all of whom shall be jointly and severally liable to the Carrier for the payment of all Charges under this Bill of Lading and for the fulfilment of all and any Merchant's undertakings or obligations as defined in this Bill of Lading.

"Person" includes an individual, a partnership, a body corporate or other entity.

"Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading does not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or spot within the area of the port so nominated.

"Package or Shipping Unit" includes freight unit and the term unit as used in the Hague Rules and Hague-Visby Rules.

"Stuffed" includes filled, consolidated, packed, loaded or secured.

"Sub-Contractors" includes the owners, charterers and operators of any Vessel, stevedores, terminal operators, forwarders, groupage operators, consolidators, warehouse operators, road, rail and air transport operators, and other independent contractors employed by or for the Carrier or taking instructions from the Carrier directly or indirectly in the performance of any of Carrier's obligations hereunder, and including sub-contractors of any degree.

"Vessel" means any water borne craft used in the Carriage under this Bill of Lading which may be a feeder vessel, an ocean vessel or an inland navigation vessel.

"Terms and Conditions" means all terms, rights, defenses, provisions, conditions, exceptions, limitations and liberties hereof.

2. CARRIERS TARIFF

The provisions of the Carriers applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request, 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.

3. WARRANTY

In agreeing to these Terms and Conditions, the Merchant warrants that he is, or has the authority to contract on behalf of, the Person owning or entitled to the possession

of the Goods and this Bill of Lading or any Person who has a present or future interest in the Goods and this Bill of Lading, and is therefore liable for any and all Charges and Duties in connection with the Goods.

4. NEGOTIABILITY AND TITLE TO THE GOODS

4.1. This Bill of Lading shall be non-negotiable unless made out to order in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

4.2. This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

5.1. The Carrier shall be entitled to sub-contract on any Terms the whole or any part of the Carriage.

5.2. The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carriers servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage, and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person and Vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Persons and Vessels and such Persons and Vessels shall to this extent be or be deemed to be parties to this contract.

5.3. The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carriers liability under this Bill of Lading.

5.4. The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be found in Contract or in Tort.

6. CARRIERS RESPONSIBILITY

6.1. Clause Paramount

6.1.1. All Carriage under this Bill of Lading shall have effect subject to any legislation enacted in any country making the Hague or Hague-Visby Rules compulsorily applicable and in the absence of any such legislation, in accordance with the Hague-Visby Rules or US COGSA (in the case of Carriage to or from the United States of America).

6.1.2 If, with exception of clause 7.1.9 any Terms of this Bill of Lading are held repugnant to the Hague Rules, Hague-Visby Rules, US COGSA or any other compulsorily applicable legislation then such provision shall be null and void without invalidating the remaining provisions hereof.

6.1.3. References in the Hague, Hague-Visby or US COGSA. to carriage by sea shall be deemed to include references to inland waterways or waterborne carriage.

6.2. Port-to-Port shipment

6.2.1. When loss or damage has occurred between the time of loading of the Goods by the Carrier at the Port of Loading and the time of discharge by the Carrier at the Port of Discharge, the responsibility of the Carrier shall be determined in accordance with the Hague, Hague-Visby Rules or US COGSA, as such may be compulsorily applicable .

6.2.2. The Carrier shall not be responsible for any fault of his personnel and of the Vessel's Crew in cases of damage or loss caused by fire or explosion on board the Vessel or caused by the navigation or management of the Vessel, in the latter case save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods ("Error in Navigation and Fire Defenses").

6.2.3. The Carrier shall not be responsible for any fault of other Persons involved in the navigation or management of the Vessel, in particular pilots on board of the Vessel or the Crew of a tug boat assisting the Vessel, in cases of damage or loss caused by the navigation or the management of the Vessel, save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods.

6.2.4. Prior to loading and after discharge the Carrier is not deemed to have custody of the Goods. The carrier is not responsible for acts or omissions of a terminal operator or any other freight station to which the Goods were submitted either by the Carrier or the Merchant. In the event that the Bill of Lading covers a shipment to or from the USA, however, US COGSA shall be applicable before the Goods are loaded on and after they are discharged from the vessel.

6.2.5. Unless notice of loss or damage be given in writing

to the Carrier or his agent at the Port of Discharge before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof under the contract of Carriage, or, if the loss or damage is not apparent, within three(3) consecutive days, such removal shall be prima facie evidence of the delivery by the Carrier as described in this Bill of Lading and any such loss or damage which may have occurred to the Goods shall be deemed to be due to circumstances which are not the responsibility of the Carrier. The notice must clearly specify the damage. Notwithstanding the aforesaid, if a Container has been delivered to the Merchant, the Merchant must prove that the damage to or loss of the Goods did not occur during the period after delivery, when the Container was in the custody of the Merchant.

6.2.6. Compensation shall be calculated by reference to the value of the Goods at the place and the time they are delivered to the Merchant, or at the place and the time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus Freight and insurance if paid.

6.2.7. In the event that the Bill of Lading covers a shipment from or to the USA US COGSA shall apply. US COGSA shall also be applicable before the Goods are loaded on or after they are discharged from the vessel in the USA.

6.3. Multimodal Transport

6.3.1. Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in its own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading whichever is applicable, to the Port of Discharge or the Place of Delivery whichever is applicable. The Carrier shall be under no liability whatsoever for loss or damage to the Goods occurring before or after the applicable points, and the Carrier shall be liable for loss or damage occurring from the time that the Goods are taken into its charge until the time of delivery only to the extent provided herein.

6.3.2. If the stage of Carriage where the loss or damage occurred is known, the Carriers liability shall be determined as follows:

(a) by the provisions contained in any international convention or national law, which provisions cannot be departed from by private contract to the detriment of the Merchant, and would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage where the loss or damage occurred ; or

(b) If no international convention or national law is applicable as described in clause 6.3.2 (a), or when national

law provides for liability exceeding 2 SDRs per kilogram of the gross weight of the goods lost or damaged or US \$ 500 per Package or Shipping unit, then the liability of the Carrier shall in no event exceed US \$ 500 per Package or Shipping unit or 2 SDRs per kilogram of the gross weight of the Goods lost or damaged whichever is lesser at Carriers option, or in respect of which the claim arises, or the value of such Goods, whichever is lesser.

(c) If it is established that loss or damage occurred during the port-to-port leg the "Error in Navigation and Fire Defenses" as per Clause 6.2.2. apply.

(d) If it is established that loss or damage occurred during the port-to-port leg for reasons stipulated in Clause 6.2.3 above, Clause 6.2.3. applies.

(e) In the event that part of the Multimodal Transport is a shipment to or from the USA and the damage to or loss of the Goods occurs at the time between the loading at the Port of Loading and the discharging at the Port of Discharge, US COGSA shall apply. US COGSA also applies before the Goods are loaded on or after they are discharged from the vessel in the USA.

(f) With respect to road Carriage between countries in Europe liability shall be determined in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956 ; and during rail Carriage between countries in Europe according to the International Agreement on Railway Transports (CIM), dated February 25, as amended

6.3.3. If the stage of Carriage when the loss or damage occurred is not known, the loss or damage shall be presumed to have occurred during the ocean voyage and shall in no event whatsoever and howsoever arising, as defined in this Bill of Lading, exceed 2 SDRs per kilogram of gross weight of the Goods lost or damaged or US \$ 500 or SDR 666,67 per Package or Shipping unit, lost or damaged, or the value of such Goods, whichever is lesser.

(a) Compensation shall be calculated by reference to the value of the Goods at the time they were delivered to the Carrier of Carriage.

(b) In the event that the law which is applicable under clause 6.2.1 is not mandatory and provides for liability exceeding 2 SDRs per kilogram, of the gross weight of the Goods lost or damaged or US \$ 500 per Package or Shipping unit lost or damaged the maximum liability shall be 2 SDRs per kilogram of the gross weight of the goods lost or damaged, or US \$ 500 per Package or Shipping unit lost or damaged whichever is lesser at Carriers option, or in respect of which the claim arises, or the value of such Goods, whichever is lesser.

6.4. Subject to the applicable restrictions in statutory law and international conventions, the Carrier shall not be liable for damage caused by error in navigating or handling the vessel, including errors caused by the arrangement of a group of tugs or pushers.

6.5. Change of Destination by Merchant

In the event that the Merchant requests the Carrier to deliver the Goods at a port or place other than the Port of Discharge or the Place of Delivery originally designated in this Bill of lading and the Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the Bill of Lading Terms and Conditions are to apply to such Carriage.

7. GENERAL PROVISIONS

7.1. Sundry Liability Provisions

7.1.1. Hague Rules/Hague-Visby Rules

In the event that suit is brought in a Court other than the Court as provided for in Clause 26 and such Court contrary to Clause 26 accepts jurisdiction, then the Hague-Visby Rules are compulsorily applicable, if this Bill of Lading has been issued in a country where the Hague-Visby Rules are compulsorily applicable the Carrier's liability shall not exceed 2 SDRs per kilo of gross weight of the Goods lost or damaged, or SDR 666,67 per shipping unit, or the value of such Goods which ever is lesser. If this Bill of Lading has been issued in a country in which the Hague Rules apply, the Carrier's liability shall not exceed GBP 100 per Package or unit.

7.1.2. US COGSA

Notwithstanding any of the foregoing to the contrary, in the event that suit is brought in a court in the USA and such court, contrary to Clause 26 accepts jurisdiction, then US COGSA shall be compulsorily applicable to this contract of Carriage if this Bill of Lading covers a shipment to or from the USA. The provisions set forth in US COGSA shall also govern before the Goods are loaded on and after they are discharged from the Vessel. The Carrier's maximum liability in respect to the Goods shall not exceed US \$ 500 per Package or, where the Goods are not shipped in packages, US \$ 500 per customary freight unit unless the nature and value of the Goods has been declared by the Merchant and inserted in writing on page 2 of the Bill of Lading and said Merchant shall have paid the applicable ad valorem freight rate set forth in Carrier's Tariff.

7.1.3. Delay and Consequential loss

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the

relevant stage of the transport. It is hereby agreed that ad valorem arrangements pursuant to clause 7.1.5 shall have no application to any claim for delay.

(a) Unless expressly agreed, the Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use, and the Carrier shall not be liable for any loss or damage caused by delay.

(b) If notwithstanding the foregoing the Carrier is held responsible for the consequences of any delay, the Carrier's liability is limited to an amount to one time the freight applicable to the relevant stage of the transport. The limitation does not apply if it is proved that the delay in delivery resulted from an act or omission of the Carrier himself done with the intent to cause damage, or recklessly and with knowledge that damage would probably result.

7.1.4. Package or Shipping Unit Limitation

Where the Hague Rules , the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with clause 7.1.5 below, be or become liable for any loss or damage to or in connection with the Goods in an amount per Package or Shipping unit in excess of the Package or Shipping unit limitation as laid down by such Rules or legislation.

7.1.5. Ad Valorem: Shipper's declared Value of Package or Shipping Unit

The Merchant agrees that higher compensation than that provided for in this Bill of Lading may not be claimed unless the nature and value of the Goods have been declared by the Merchant prior to the commencement of the Carriage, and inserted on the front of this Bill of Lading in the space provided and extra freight paid on such declared value, if required. In such case, the declared value if embodied in the Bill of Lading shall be the basis for calculating the Carriers liability (if any), provided that such value shall only be prima facie evidence, but shall not be conclusive evidence of such value and further provided that such declared value does not exceed the true value of the Goods at destination. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

7.1.6. Definitions of Package or Shipping Unit and Limitation

(a) A "Package or Shipping Unit" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to the Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this Bill of Lading.

(b) Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of Packages or Shipping Units stated on the face of this Bill of Lading in the box provided shall be deemed the number of Packages or Shipping Units for the purpose of any limit of liability per Package or Shipping Unit provided in any international convention or national law relating to the carriage of Goods by sea.

(c) Except as aforesaid the Container shall be considered the Package or Shipping Unit. The words Shipping Unit shall mean each physical unit or piece of cargo not shipped in a Package, including articles or things of any description whatsoever except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges, the limitations applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be shipped construed to be a waiver of limitation as to Goods shipped in bulk.

(d) Where the Hague Rules or Hague-Visby Rules or any legislation making such rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted, be or become liable for any loss or damage to or in connection with the Goods in an amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation as laid down by such rules or legislation. Such limitation amount according to COGSA is US \$ 500, and according to Hague-Visby is 666.67 SDRs per Package or Shipping Unit. If no limitation amount is applicable under such rules or legislation, the limitation shall be US \$ 500 per Package or Shipping Unit.

7.1.7. Rust, etc.

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

7.1.8. Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the Place of Delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three (3) consecutive days thereafter.

7.1.9. Time bar

The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof

received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall than apply but in that circumstance only.

7.1.10. Scope of Application and exclusions

(a) The rights, defenses', limitations and liberties of whatsoever nature provided for in this Bill of Lading shall govern in any action against the Carrier for loss or damage or delay, howsoever occurring and whether the action be founded in contract or in tort.

(b) Save as otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profits, unless it is established that the Carrier himself acted with the intent to cause damage, or recklessly and with knowledge that damage would probably result. The Merchant shall indemnify the Carrier against any customs liabilities even if caused by loss of the Goods.

8. MERCHANTS RESPONSIBILITY

8.1. All persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the fulfilment of all obligations and warranties undertaken by the Merchant either in this Bill of Lading, or required by law. The Merchant shall indemnify the Carrier against all loss, damage, expenses and fines, arising or resulting from any breach of these obligations and warranties.

8.2. The Merchant shall comply with all applicable laws, regulations and/or requirements of customs, ports and/or other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including Freight for any additional Carriage) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect, or insufficient marking, number or addressing of the Goods or the discovery of any drugs, narcotics, stowaways or other illegal substances within Containers packed by the Merchant or inside Goods supplied by the Merchant, or stamp duty imposed by any country, and shall indemnify the Carrier in respect thereof.

8.3. The Merchant shall immediately redeliver, to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and without any rubbish, dunnage or other debris inside.

The Merchant shall be liable to indemnify the Carrier for any and all costs for incurred reinstating or replacing Containers and other equipment not immediately returned in

the condition as specified above, and for any and all costs directly or indirectly caused by or as a result of delay, including the reasonable legal expenses and costs of recovering the costs incurred and interest thereon.

8.4. The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

8.5. The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

8.6. No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carriers expressed consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carriers right to Charges. Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.

8.7. The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) caused by the Merchant or any person acting on his behalf or of which the Merchant is otherwise responsible.

8.8. Any information on the front of this Bill of Lading relating to any invoice, export or import license, documentary credit, insurance certificate, order, contract or like matters is included solely at the request of the Merchant and is not verified by the Carrier. Any such information shall not constitute any declaration of value of the Goods and shall in no way increase Carriers liability hereunder.

8.9. The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or

expense whatsoever arising from any breach of the provisions of this clause 8 or from any cause in connection with the Goods for which the Carrier is not responsible.

9. CONTAINERS

9.1. Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.

9.2. The Terms and Conditions of this Bill of Lading shall govern the responsibility of the Carrier in connection with arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

9.3. If a Container has been stuffed by or on behalf of the Merchant :

9.3.1. The Carrier shall not be liable for loss of or damage to the Goods

(a) caused by the manner in which the Container has been stuffed;

(b) caused by the unsuitability of the Goods for Carriage in Containers;

(c) caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;

(d) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the container.

9.3.2. The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever from one or more of the matters covered by 9.3.1(a) (b) (c) (d) above.

9.4. Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under any obligation to provide a Container of any particular type or quality.

10. TEMPERATURE CONTROLLED CARGO

10.1. The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of the Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) 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 Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

10.2. The Merchant should note that refrigerated Containers are not designed :

10.2.1. to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for the Carriage; nor

10.2.2. to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and the Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.

10.3. The term apparent good order and condition when used in this Bill of Lading with reference to Goods which require refrigeration, ventilation or other specialized attention does not mean that the Goods when received were verified by the Carrier as being at the carrying temperature, humidity level or other condition designated by the Merchant.

10.4. With regard to refrigerated cargoes, the Carrier shall be deemed to have fulfilled his obligations under the Contract of Carriage and shall have no liability whatsoever if such refrigerated Goods are carried in a range of plus minus 2,5 degrees centigrade in regard to any temperature indicated on the front of this Bill of Lading.

10.5. The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

11. INSPECTION AND DISPOSITION OF GOODS

11.1. The Carrier or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or Package at any time and to inspect the Goods.

11.2. If it appears at any time, in the sole judgment of Carrier, that the contents of the Container or any part

thereof cannot safely or properly be carried or carried further, either at all, or without incurring additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may at the sole risk and expense of the Merchant abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against all additional expenses resulting therefrom.

11.3. The Carrier is not responsible for any damage or loss to Container or its contents resulting from inspection by customs or other authorities and Merchant shall be responsible for any expenses, costs, fines, or penalties incurred as a result of such inspection or otherwise.

11.4. The Carrier in exercising the liberties contained in this Clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this Clause.

12. MATTERS AFFECTING PERFORMANCES

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), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may in its sole discretion:

12.1. Carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this Clause, he shall be entitled to charge such additional Freight as the Carrier may determine; or

12.2. Suspend the Carriage of the Goods and store them ashore or afloat under these Terms and Conditions and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the terms of this clause, he shall be entitled to charge such additional Freight and costs as the Carrier may determine; or

12.3. Abandon the Carriage of the Goods and place them at the Merchants disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the Carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to

use an alternative route or to suspend the Carriage under this Clause, this shall not prejudice its right to subsequently abandon the Carriage.

12.4. The liability of the Carrier in respect of the Goods shall cease 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 purporting to act as or on behalf of such government or authority.

13. METHODS AND ROUTE OF TRANSPORTATION

13.1. The Carrier may at any time and 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; transfer the Goods from one conveyance to another including transshipping or carrying the same on another Vessel than that named on the front hereof or by any other means of transport whatsoever: at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in his discretion (whether or not the nearest or most or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any order or recommendations given by any government or authority or any person or body acting or purporting to acts or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

13.2. The liberties set out in 13.1 above be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with 13.1 above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

14. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

14.1. Goods may be consolidated by the Carrier with other Goods in Containers.

14.2. Goods of any description whether packed in Containers or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree unless on the reverse side hereof it is specifically stipulated that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the

Bill of Lading any statement of such Carriage being on deck. Subject to clause 18 and clause 19, such Goods whether carried on or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA) to this Bill of Lading.

14.3. Goods (not being Goods stowed in Containers other than flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with Carriage of livestock.

15. ISPS Code

15.1. The Merchant must comply with the requirements of the ISPS Code. If the Carrier is held liable by any State Authority or any other third party the Merchant will indemnify and hold the Carrier harmless from any damages resulting from the violations of the ISPS Code by the Merchant.

15.2. The Merchant undertakes to pay the Carrier any costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code in relation to the Merchant's Goods.

15.3. The Carrier is entitled to deviate the vessel to a different port and to unload the Goods there if the authorities in the Port of Discharge have increased its level of security according to the ISPS Code after the Goods have been loaded.

15.4. The Merchant undertakes to compensate any costs and expenses suffered by the Carrier because of a delay of the vessel resulting from a violation of the ISPS Code by the Merchant.

16. DELIVERY OF GOODS

If delivery of 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 thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof is stuffed in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the

Carrier in respect of the Goods or that part thereof shall cease.

17. DANGEROUS GOODS

17.1. No goods which are or may become hazardous, dangerous, inflammable or damaging (including radioactive materials), shall be tendered to the Carrier for Carriage without his express consent in writing, and without the Container as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if in the opinion of the Carrier the Goods are or are likely to become of a dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant.

17.2. The Merchant warrants that the Goods are sufficiently packed in compliance with all laws or regulations and requirements with regard to the nature of the Goods.

17.3. Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.

17.4. Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.

18. BOTH-TO-BLAME 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 or the owner of, charterer of or person responsible for 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.

19. GENERAL AVERAGE

19.1. The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 as amended at any place at the option of the Carrier and amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in

this connection.

19.2. Notwithstanding 19.1. 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.

19.3. The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

20. FREIGHT, EXPENSES AND FEES

20.1. Full Freight shall be payable based on particulars furnished by or on behalf of the Merchant. The Carrier may at any time open the Goods or Container(s) and, if the Merchants particulars are incorrect the Merchant shall be liable for the correct Freight and any expenses incurred in examining, weighing, measuring, or valuing the Goods.

20.2. Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non-refundable in any event.

20.3. All sums payable to the Carrier are due on demand and shall be paid in full in United States currency or, at the Carriers option, in its equivalent in the currency of the Port of Loading or of Discharge or the Place of Receipt or of Delivery or as specified in the Carriers Tariff.

20.4. The Merchants attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight in the applicable Tariff. In the event of any discrepancy between Freight items in the Bill of Lading and any Carrier invoices, the latter shall prevail.

20.5. All Freight shall be paid without any set-off, counter-claim or deduction whatsoever.

20.6. If the Merchant fails to pay the Freight when due, he shall be liable for payment of simple interest at the rate of 12% per annum on any overdue amount from the date when the payment is due until payment in full, as well as reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorised agent, shall not be deemed payment to the Carrier and shall be made at the Merchants sole risk.

20.7. Despite the acceptance by the Carrier of instructions to collect Freight, duties, fees, demurrage/detention and costs and expenses from the shipper or consignee or any other Person, then, in the absence of evidence of payment

(for whatever reason) by such shipper, consignee or other Person when due, the Merchant shall remain responsible for the payment of such Freight, duties, fees, demurrage/ detention, costs and expenses.

20.8. If the Carrier, at its sole discretion, grants credit on any sums payable to the Carrier, and the terms and conditions applicable to any credit (Credit terms) are available from the Carrier or his authorised agents. The applicable Credit terms will automatically apply to any granting of credit by the Carrier, unless otherwise agreed by the Carrier.

20.9. If the Merchant fails to collect the cargo at destination within 30 (thirty) days of arrival, the Carrier is authorized to sell, abandon or otherwise dispose of the Goods however it sees fit. Said sale, abandonment or other disposal will not relieve the Merchant from the obligation to pay all charges accrued against the Goods.

21. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto to all sums payable to the Carrier under this contract and for general average contributions, to whomsoever due. The Carrier shall also have a lien against the current Holder on the Goods and any documents relating thereto for all sums due from him to the Carrier under any other contract. In any event, any lien shall extend to cover the cost of recovery the sums due, and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant.

22. 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 authorized or ratified in writing by a director or officer of the Carrier who has actual authority of the Carrier so to waive or vary.

23. VALIDITY

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 herein.

24. AFRICA CLAUSE

In case of a Multimodal Transport Carriage to or from the continent Africa, the responsibility of the Carrier prior to lading and subsequent to discharge of the vessel at a port in the connection of Africa, notwithstanding any other provisions to the contrary in the Bill of Lading, shall be:

(1) Where the stage of carriage where the loss or damage occurred is known and the Carrier has sub-contracted that stage, the Carrier shall have the full benefit of all rights, limitations, and exclusions of liability available to such subcontractor and in the contract between the Carrier and such sub-contractor and in any law, statute or regulation and the liability of the Carrier shall not exceed the amount recovered, if any, by the Carrier from such subcontractor.

(2) In all other cases the Carrier shall be under no liability whatsoever and howsoever arising.

25. NOTIFICATION AND DELIVERY

25.1. Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

25.2. If no Place of Delivery is named on the face hereof, the Carrier shall be at liberty to discharge the Goods at the Port of Discharge, without notice, directly they come to hand, at or onto any wharf, craft or place, on any day and at any time, whereupon the liability of the Carrier (if any) in respect of the Goods discharged as aforesaid shall wholly cease, notwithstanding any charges, dues or other expenses that may be or become payable, unless and to the extent that any applicable compulsory law provides to the contrary (in which case the Terms and Conditions of this Bill of Lading shall continue to operate during such additional compulsory period of responsibility). The Merchant shall take delivery of the Goods upon discharge.

25.3. If a Place of Delivery is named on the face hereof, the Merchant shall take delivery of the Goods within the time provided for in the Carriers applicable Tariff (see clause 2).

25.4. If the delivery of the Goods is not taken by the Merchant at the time and place where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be at liberty, without notice, to unpack the Goods if packed in Containers and/or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. The Merchant irrevocably and unconditionally undertakes to refund at the Carriers first demand all costs for storage, quay- or harbour duties and any other costs in relation to unclaimed or overdue delivered cargo. The Merchant irrevocably and unconditionally undertakes to

return Carriers owned equipment and accepts a full liability for any damage or demurrage. The Merchant irrevocably and unconditionally accepts that any freight may be increased with sur-charges at the Place of Delivery.

25.5. If the Merchant fails to take delivery of the Goods within 30(thirty)days of delivery becoming due or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

25.6. If, at the place where the Carrier is entitled to call upon the Merchant to take delivery of the Goods under Clause 25.2 or 25.3, the Carrier is obliged to hand over the Goods into the custody of any customs, port or other authority, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading.

25.7. Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause, notwithstanding his having been notified on the availability of the Goods for delivery, shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

25.8. Subject to the Carrier agreeing in writing to a request of the Merchant to amend the Place of Delivery stated herein, the Terms and Conditions of this Bill of Lading shall continue to apply, to the extent provided by the applicable tariff, until the Goods are delivered by the Carrier to the Merchant at the amended Place of Delivery. If the applicable tariff does not explicitly provide for the continued application of the Terms and Conditions of the Bill of Lading then the Carrier shall act as agent only of the Merchant in arranging for delivery of the Goods to the amended Place of Delivery but shall then be under no personal liability whatsoever for loss, damage or delay to the Goods, howsoever arising.

25.9. The Carrier may in his absolute discretion receive the Goods as Full Container Load and deliver them as less than Full Container Load and/or as break bulk cargo and/or deliver the Goods to more than one receiver. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon the unpacking of the Container.

26. LAW AND JURISDICTION

Except as otherwise provided herein any claim or dispute arising under this Bill of Lading shall be governed by the laws of Hong Kong and determined in the Hong Kong Courts to

the exclusion of the jurisdiction of the Courts of any other place. In case however the Carrier intends to sue the Merchant the Carrier has also the option to file a suit at the Merchant's place of business, at the Port of Loading or at the Port of Discharge at Carrier's option.

Rule 9 FREIGHT FORWARDER COMPENSATION

RESERVED

Rule 10 SURCHARGES AND ARBITRARIES

effective date = 15JUN2017

Rates are subject to surcharges and arbitraries as shown in Rule 10 or the specific line item.

Rule 10-1 CURRENCY ADJUSTMENT FACTOR (CAF)

RESERVED

Rule 10-2 BUNKER ADJUSTMENT FACTOR (BAF)

RESERVED

Rule 10-3 DOCUMENTATION OR B/L FEE

RESERVED

Rule 10-4 AMS FILING FEE

RESERVED

Rule 10-5 DESTINATION DELIVERY CHARGE (DDC)

RESERVED

Rule 10-6 PANAMA CANAL SURCHARGE (PCS)

RESERVED

Rule 10-7 TERMINAL HANDLING CHARGES (THC)

RESERVED

Rule 10-8 ISPS SURCHARGE

RESERVED

Rule 10-9 LOW SULPHUR FUEL DISCHARGE (LSFS)

RESERVED

Rule 10-10 IMO ADMINISTRATION FEE

RESERVED

Rule 10-11 CHASSIS FEE

RESERVED

Rule 10-12 HANDLING FEE

RESERVED

Rule 10-13 WHARFAGE CHARGE

RESERVED

Rule 10-14 I.T. FEE

RESERVED

Rule 10-15 EXPORT LOADING CHARGES

RESERVED

Rule 10-16 VERIFICATION FEE / SECURITY FEE

RESERVED

Rule 10-17 IMCO SURCHARGE

effective date = 15JUN2017

For all LCL shipments ex or via Le Havre, France the following surcharge will be applied for hazardous cargo:

Rule 10-18 FUMIGATION FEE

RESERVED

Rule 10-20 CUSTOMS MANIFEST FILING FEE

RESERVED

Rule 10-21 STRIPPING CHARGE

RESERVED

Rule 10-22 ORIGIN CFS CHARGE

RESERVED

Rule 10-23 LICENSE FEE

RESERVED

Rule 10-24 PEAK SEASON SURCHARGE (PSS)

RESERVED

Rule 10-25 IMPORTER SECURITY FILING (ISF)

RESERVED

Rule 10-26 DOCUMENT TRANSFER FEE

RESERVED

Rule 10-27 US WEST COAST PORT CONGESTION SURCHARGE

RESERVED

Rule 10-28 SAFETY OF LIFE AT SEA (SOLAS)

RESERVED

Rule 10-29 ENVIRONMENTAL FUEL FEE (EFF) (IMO2020 SULPHUR REGULATION)

RESERVED

Rule 10-30 "\$20 reward voucher campaign"

RESERVED

Rule 11 MINIMUM QUANTITY RATES

effective date = 15JUN2017

When two or more TLIs are named for the same commodity over the same route and under similar conditions and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the TLI specifying a required minimum quantity (either weight or measurement per container or in containers), will be applicable to the contents of the container(s), and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower TLI if the weight or measurement declared for rating purposes is increased to the minimum level.

Rule 12 AD VALOREM RATES

effective date = 15JUN2017

1. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.
2. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.

Rule 13 TRANSSHIPMENT

RESERVED

Rule 14 CO-LOADING IN FOREIGN COMMERCE

effective date = 15JUN2017

DEFINITION: Co-loading shall mean the combining of cargo, in the import or export foreign commerce of the U.S., by two or more NVOCC's for tendering to an ocean carrier under the name of one or more of the NVOCC's.

EXTENT OF ACTIVITY: Carrier participates in co-loading agreements on a Carrier-to-Carrier relationship. Carrier shall notify shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its cargo has been co-loaded.

and/or

Carrier participates in co-loading on a Shipper/Carrier relationship, meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the co-loaded cargo. Carrier shall co-load cargo at its discretion and shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Where Carrier is the tendering NVOCC, Carrier shall be responsible to the receiving NVOCC for payment of any charges for the transportation of the cargo.

LIABILITY: Carrier's liability to the Shipper shall be as Specified on the Shipper's Bill of Lading regardless of whether or not the cargo has been co-loaded.

PAYMENT OF FREIGHT CHARGES: Where Carrier engages in co-loading, Carrier will be responsible to pay any other Common Carrier's rates and charges in order to transport the

Shippers cargo to its destination and there will be no additional charge assessed to the Shipper.

Rule 15 OPEN RATES IN FOREIGN COMMERCE

RESERVED

Rule 16 HAZARDOUS CARGO

effective date = 15JUN2017

Explosives, Inflammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's option of acceptance and to special booking arrangements.

In the event the authorities at destination take the position that cargo is corrosive, inflammable, explosive or injurious, the owners of such cargo shall take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice (and notwithstanding any custom of the port to the contrary), may discharge such cargo into lighter or other conveyance at the risk of the owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the port authorities or the storage or reception of same, to be for account of the Consignees, and/or Owners and/or Shippers of such cargo.

Rule 17 GREEN SALTED HIDES IN FOREIGN COMMERCE

RESERVED

Rule 18 RETURNED CARGO IN FOREIGN COMMERCE

RESERVED

Rule 19 SHIPPERS REQUESTS IN FOREIGN COMMERCE

effective date = 15JUN2017

Any shipper may transmit his requests and complaints as hereinafter defined to the Carrier or to any agent acting for him in the Port of Loading, or the Carrier's agents in the United States at the address indicated in the Organization Tariff Record.

Any written notice including telex, cable or other printed electronic communication is acceptable.

As used in this Rule, the phrase "Requests and Complaints" means any communication requesting a change in tariff rates, Rules or regulations; objecting to rate increase or other tariff charges; and protests against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of

the tariff. Routine requests for rate information, sailing schedules, space availability and the like are not included in the foregoing.

Consultation will be arranged upon receipt of a written request by the Carrier in order to resolve any disputes, claims or controversies which may arise.

Rule 20 OVERCHARGE CLAIMS

effective date = 15JUN2017

1. All claims for adjustment of freight charges must be presented to the Carrier in writing, within three (3) years after the date of shipment. Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.

2. For the purpose of uniformity in handling claims for adjustment of freight charges base on alleged errors in cargo description, tariff application, cargo weight and/or measurement, refunds will only be considered as follows:

a) Claims must contain the following original or certified documents:

1. Bill of Lading
2. Packing List
3. Commercial Invoice
4. Custom Entry Permit/Import Declaration, as applicable
5. Customs Export Declaration as applicable

b) If claim is presented to the carrier in writing, cargo may be inspected at port of loading or at destination:

1. By carrier's agent
2. Jointly by shipper or consignee and carrier's agent, or
3. By a marine surveyor when requested by carrier's agent.

3. Claims for freight rate adjustments will be acknowledged by the Carrier within 30 days of receipt by written notice to the claimant of all governing tariff provisions and claimants rights under the Shipping Act of 1984.

4. Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, pursuant to Section 11(g) of the Shipping Act of 1984. Such claims must be filed within three years of the date the cause of action accrues.

5. Complaints seeking reparation pursuant to Section

11(g) of the Shipping Act of 1984, shall be filed within three (3) years after the cause of action is accrued.

Rule 21 USE OF CARRIER EQUIPMENT

effective date = 15JUN2017

Carrier provides no equipment of its own. Should Shipper or Consignee request the use of underlying Carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying Vessel-Operating Common Carrier shall be for the account of the cargo.

Rule 22 AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE

RESERVED

Rule 23 CARRIER TERMINAL RULES AND CHARGES

RESERVED

Rule 24 NVOCC's IN FOREIGN COMMERCE: BONDS AND AGENTS

effective date = 15JUN2017

1. Carrier has filed with the Federal Maritime Commission a bond as required by regulations under 46 CFR 515 to ensure the financial responsibility of the Carrier for the payment of any judgment for damages arising from its transportation related activities, orders for reparations issued pursuant to section 11 of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, or penalties assessed pursuant to Section 13 thereof.

Name and Address of Bond Issuing Surety Company:
ASPEN AMERICAN INSURANCE COMPANY
175 CAPITAL BOULEVARD, STE 300
ROCKY HILL, CT 06067

Bond# SU50401

2. Carrier has designated the following as Legal/Resident Agent in the United States as required by 46 CFR Part 583.5 for the receipt of judicial and administrative process, including subpoenas.

A. Name of Resident/Legal Agent:
ECONOCARIBE CONSOLIDATORS, INC.
2401 NW 69th STREET
MIAMI, FLORIDA 33147
PH: 305 693 5133
FAX: 305 696 9350

B. If the designated Legal Agent cannot be served because of death, disability, or unavailability, the Secretary, Federal Maritime Commission, will be deemed to be the Legal Agent for service of process.

C. Service of administrative process, other than subpoenas, may be affected upon the Legal Agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

Rule 25 CERTIFICATION OF SHIPPER STATUS-IN FOREIGN COMMERCE

effective date = 15JUN2017

No NVOCC shipments shall be accepted unless the NVOCC is in compliance with the Federal Maritime Commission's Regulations as published in 46 CFR Part 583.7(a) and (b) (1) and (2).

Rule 26 TIME/VOLUME RATES IN FOREIGN COMMERCE

RESERVED

Rule 27 LOYALTY CONTRACTS IN FOREIGN COMMERCE

RESERVED

Rule 28 DEFINITIONS

RESERVED

Rule 29 SYMBOLS

effective date = 15JUN2017

RATE BASIS		HAZARD CODES	
AV	Ad Valorem	A	IMO Stow Category A
EA	Each (As Defined)	B	IMO Stow Category B
LS	Lump Sum	C	IMO Stow Category c
M	Measure	D	IMO Stow Category D
MBF	1000 Board Feet	E	IMO Stow Category E
PC	Per Container	HAZ	Hazardous
W	Weight	NHZ	Non-Hazardous
WM	Weight/Measure	N/A	Not Applicable

CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

SIZES			
LTL	LESS THAN LOAD	43	43FT
20	20FT	45S	45FT 8'0"
24	24FT	45	45FT 8'6"
35	35FT	45A	45FT 9'0" HIGH CUBE
40S	40FT 8'0"	45B	45FT 9'6" HIGH CUBE
40	40FT 8'6"	45X	45FT ANY HEIGHT
40A	40FT 9'0" HIGH CUBE	48	48FT
40B	40FT 9'6" HIGH CUBE	53	53FT
40X	40FT ANY HEIGHT	N/A	NOT APPLICABLE
42	42FT		

TYPES

AC	Atmosphere Control	OT	Open Top
DF	Drop Frame	PC	Dry
FB	Flat Bed	PL	Platform
FR	Flat Rack	RE	Reefer
GC	Garment Container	TC	Tank
HH	Half Height	TL	Top Loader
IN	Insulated	TR	Trailer
N/A	Non-Containerized Cargo/Not Applicable	VR	Vehicle Racks

TEMPERATURE

AC	Artificial Atmosphere Control
CLD	Chilled
FRZ	Frozen
HTD	Heated
N/A	Not Applicable/Not Operating
RE	Refrigerated
VEN	Ventilated

SERVICE

B	Barge
D	Door
M	Motor
R	Rail Yard
S	Container Freight Station
U	Rail Siding
X	Team Tracks
Y	Container Yard

SYMBOL EXPLANATION

- (A).....Increase
- (C).....Change in wording which results in neither
Increase nor Reduction
- (E).....Expiration
- (I).....New or Initial Matter
- (R).....Reduction
- (P).....Extension of Service to Additional Port(S)
- (S).....Special Case Matter
- (T).....Terminal Rates, Charges or Provisions over which
carrier has no control
- (W).....Same Day Withdrawal of Erroneous Data
- (X).....Exemption for Controlled Carrier Date in
U.S./Bilateral Trades
- X.....Times (Measurement to Weight Ratio Factor)
- %.....Percent
- '.....Foot (Feet)
- ".....Inch(es)
- &.....And
- \$.....Dollar(s)
- /.....or (Per)

INLAND TRANSPORTATION MODES

B	Barge
M	Motor
MB	Motor/Barge
MR	Motor/Rail
N/A	Not Applicable
R	Rail
RB	Rail/Barge

WEIGHT

KGS	Kilograms
KT	1000 Kgs (Metric Ton)
LBS	Pounds
LT	Long Ton (2240 LBS)
ST	Short Ton (2000 LBS)

VOLUME

LENGTH, WIDTH AND HEIGHT

CBM	Cubic Meter	CM	Centimeters
CFT	Cubic Feet	FT	Feet
		IN	Inches
		M	Meters

SERVICE CODE EXPANSION TABLE

The following service codes are attached to the TLI's (Tariff Line Items) or individual commodity rates published in this tariff. The explanation or "expansion" indicated below is for text cross reference and reflects the actual ATFI data on file with the Federal Maritime Commission.

Service Code	Service Provided
-----	-----
/A	YY, YS, SY, SS
/C	YY, YS, SY
/D	YD, SD
/F	DY, DS

Rule 30 ACCESS TO TARIFF INFORMATION

effective date = 15JUN2017

Tariff information available at the following website:

<http://rates.descartes.com>

Rule 31 SEASONAL DISCONTINUANCE

RESERVED

Rule 32 RESERVED

RESERVED

Rule 33 PROJECT RATES

RESERVED

Rule 34 TERMINAL TARIFFS

RESERVED

Rule 35 TARIFF TITLE PAGE

effective date = 15JUN2017

ALL INFORMATION CONTAINED WITHIN THIS TARIFF IS TRUE AND ACCURATE AND NO UNLAWFUL ALTERATIONS WILL BE PERMITTED

ECU WORLDWIDE (BELGIUM) N.V.

ORGANIZATION NUMBER: XXXXXX

LOCATION OF TARIFF: <http://rates.descartes.com>

(A NON-VESSEL OPERATING COMMON CARRIER)

SCHOMHOEVEWEG 15
2030 ANTWERP
BELGIUM

TEL: +32 3 544 39 09

OCEAN FREIGHT TARIFF NO. 001

NAMING

LOCAL AND THROUGH COMMODITY RATES AND CHARGES
AND GOVERNING RULES AND REGULATIONS APPLYING THERETO

BETWEEN

PORTS AND POINTS IN THE U.S.A. AS SHOWN IN RULE 1

AND

WORLD PORTS AND POINTS AS SHOWN IN RULE 1

AND

INLAND POINTS VIA SUCH INTERCHANGE PORTS

FOR ACCESS TO TARIFF INFORMATION, SEE RULE 30

FOR LIST OF SYMBOLS AND ABBREVIATIONS, SEE RULE 29

Rule 100 NVOCC NEGOTIATED RATE ARRANGEMENTS (NRA)

effective date = 15JUN2017

As per Part 532 NVOCC NEGOTIATED RATE ARRANGEMENTS of the CFR, Carrier has elected to utilize a combination of NVOCC Negotiated Rate Arrangements (NRAs), and Open Tariff Rates.

DEFINITIONS:

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

"Tariff Rate" means a price stated in a tariff for providing a specified level of transportation service for a stated cargo quantity, from origin to destination, on and after a stated effective date or within a defined time frame.

EXTENT OF ACTIVITY:

Carrier participates in NRA's and utilizes Open Tariff Rates. As required by Part 532.4 of the CFR, the

governing rule publication is available to the public at <http://rates.descartes.com>, free of charge.

Rule 101 INTERMODAL SAFE CONTAINER TRANSPORTATION ACT OF 1992

effective date = 15JUN2017

This Rule is applicable to shipments via U.S. ports from/to U.S. points, on or after April 9, 1997, which shipments are received by Carrier for transportation on or after the effective date of this Rule.

1. Whenever a loaded container of 29,000 lbs. gross cargo weight or more is tendered to the Carrier or an inland carrier acting on behalf of the Carrier, where the shipment will move at some point by motor carrier within the U.S., the Shipper shall, either before tendering the shipment or at the time the shipment is tendered provide to the Carrier or inland carrier, either directly or through any prior inland carriers, a certification (hereinafter the "Intermodal Certification") of the contents of the container in writing or electronically. The Intermodal Certification shall be in the English Language and shall contain all of the following information:

a. It shall be conspicuously marked
"INTERMODAL CERTIFICATION";

b. It shall show the actual gross cargo weight (including unit of measurement, packing materials, pallets, and dunnage);

c. It shall include a reasonable description of the contents of the container or trailer;

d. It shall identify clearly the certifying party;

e. It shall show the container or trailer number;

f. It shall show the date of the certification.

Notes regarding Intermodal Certification:

1. Perishable agricultural commodities shall be specifically identified in the description of the goods to be transported.

2. After December 31, 2000, the term FAK can only be used in the cargo description if no single commodity makes up more than 20 percent of the total weight of the cargo although FAK will still be used for rating purposes after December 31, 2000.

3. The signature of the person tendering the loaded container may be provided by manual or mechanical means.

4. At the option of the Carrier, the Intermodal Certification may be converted into electronic format or incorporated onto a Bill of Lading or other shipping document before being forwarded along the intermodal chain. The person who converts the Intermodal Certification shall certify through the following statement that the conversion and/or incorporation was performed accurately: "Electronic format and/or incorporation by (insert name of person), (insert name of carrier), on (insert month/date/year)".

2. If a shipment is required by paragraph 1 above to be accompanied by an Intermodal Certification, Carrier will not accept any container that is not accompanied by such Intermodal Certification. Carrier shall not issue in its own name an Intermodal Certification with respect to any such container.

3. If for any reason a container exceeding 29,000 lbs. has been accepted without an Intermodal Certification, or if the gross weight of the cargo exceeds what is stated in the Intermodal Certification, and the discrepancy is discovered prior to tendering the container to a motor carrier, such container shall be delivered to the Shipper/Consignee/Cargo Owner at the location of the discovery and Carrier shall not transport or arrange to transport such container further. Alternatively, the Carrier at its option and at the expense and responsibility of the Shipper, Consignee, and Cargo Owner, may take the following steps:

a. Cargo will be removed from the container in order to reduce the weight to an allowable amount and make the container ready for lawful road transportation. To the extent necessary, cargo shall be unstuffed, segregated, restuffed, etc. at the expense of the Shipper, Consignee, and Cargo Owner;

b. The cargo so removed will be forwarded to Consignee as a separate freight collect shipment from the point of removal to point of final destination;

c. The rates to be applied for the transportation of any such cargo will be those of the Carrier and any inland carrier that is engaged to transport the cargo.

Excess cargo shall be assessed a charge of U.S. \$150.00 in addition to all ocean and inland freight and other costs and expenses incurred by Carrier in accordance with this Rule.

4. Any costs or expenses associated with delays or other consequences of an uncertified or improperly certified container (including but not limited to demurrage, detention, storage, handling, inland transportation or unloading of containers, or fines or penalties that may be

imposed as a result of uncertified or improper certification) shall be for the joint and several account of the Shipper, Consignee, and Cargo Owner.

5. Shipper, Consignee, and Cargo Owner shall be jointly, severally and absolutely liable for any fine, penalty or other sanction imposed upon Carrier, its agent or any participating motor carrier by any authority for exceeding lawful over-the-road weight limitations in connection with any transportation service provided under this Tariff and occasioned by any act of commission or omission of the Shipper/Consignee/Cargo Owner, its agents or contractors, and without regard to intent, negligence or any other cause. 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 the 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 that Carrier 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.

6. Carrier shall have a lien on the cargo for all such costs and expenses incurred by Carrier or assessed the Shipper/Consignee/Cargo Owner pursuant to this Rule. this Rule.

Rule 102

GENERAL RATE INCREASE (GRI)

RESERVED