

**TARIFF TITLE PAGE**

**FMC Tariff No. 020963-0006**

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DEDOLA GLOBAL LOGISTICS  
3822 KATELLA AVENUE  
LOS ALAMITOS, CA 90720  
UNITED STATES

Tel: 562-594-8988

Dedola Global Logistics is a Licensed Non-Vessel Operating Common Carrier (NVOCC) by the US Federal Maritime Commission (FMC).

**FMC Organization#: 020963**

Bond#: IT1445NVO

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**NOTICE TO TARIFF USERS**

This document is compiled to reflect carrier's tariff as published in compliance with the regulations of the U.S. Federal Maritime Commission.

The official tariff is published on: <http://www.dedola.com>

Dedola Global Logistics publishes and maintains its own tariff.

Phone: (562) 594-8988

Dedola Global Logistics does business utilizing NRAs in accordance with FMC Regulations, 46 CFR 532.7. See Rule No. 200 herein.

**Organization:** DEDOLA GLOBAL LOGISTICS License No. 020963  
**Tariff:** DEDOLA GLOBAL LOGISTICS WORLD TARIFF  
**FMC TARIFF No.** 020963-0006

**Rule Number: 1 SCOPE**

Rates, Rules and Regulations in this Tariff apply on shipments BETWEEN Ports or Points in the United States AND Ports and Points in Foreign Countries with base ports named below. All shipments handled under this Tariff shall be transported from Origin Port or Point to Destination Port or Point under Carrier's Bill of Lading (See Rule 8) and shall be governed by the terms thereof.

Except as otherwise specifically provided in this Tariff, rates and conditions apply to service provided by the Carrier:

**A. BETWEEN: UNITED STATES PORTS AND POINTS**

**1. U.S. PORTS:**

**PACIFIC COAST PORTS:**

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

**ATLANTIC COAST PORTS:**

Baltimore, MD	Norfolk, VA
Boston, MA	Philadelphia, PA
Charleston, SC	Port Everglades, FL
Elizabeth, NJ	Portland, ME
Jacksonville, FL	Portsmouth, VA
Miami, FL	Savannah, GA
Newark, NJ	Wilmington, DE
Newport News, VA	Wilmington, NC
New York, NY	

**GULF COAST PORTS:**

Brownsville, TX	Lake Charles, LA
Corpus Christi, TX	Mobile, AL
Galveston, TX	New Orleans, LA
Gulfport, MS	Tampa, FL
Houston, TX	

**2. INTERCHANGE PORTS**

Ports in the United States as defined in Rule 1.A.1.

**3. U.S. INTERIOR POINTS (IPI) SERVICE**

Rates apply from or to U.S. Interior Points in the following states, as named in specific tariff line items only, via interchange ports named in Rule 1.A.2.

Alabama (AL)	Nebraska (NE)
Arizona (AZ)	Nevada (NV)
Arkansas (AR)	New Hampshire (NH)

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

#### 4. PUERTO RICO PORTS

San Juan

#### B. AND: FOREIGN PORTS AND POINTS

##### 1. NORTHEAST ASIA PORTS -

CHINA:	Dalian, Huangpu, Guangzhou, Qingdao, Shanghai, Tianjin, Xingang
JAPAN:	Kobe, Nagoya, Naha, Osaka, Tokyo, Yokohama
KOREA REPUBLIC OF:	Busan, Inchon
MACAU:	Macau
HONG KONG:	Hong Kong
TAIWAN:	Keelung, Kaohsiung, Taichung

##### 2. SOUTHEAST ASIA PORTS -

BRUNEI:	Muara
PHILIPPINES:	Cebu, Manila
SINGAPORE:	Singapore
MALAYSIA:	Penang, Kelang
INDONESIA:	Belawan, Djakarta, Semarang, Surabaya
THAILAND:	Bangkok
BURMA:	Rangoon

##### 3. INDIAN SUB-CONTINENT PORTS:

BANGLADESH:	Chittagong
INDIA:	Bombay, Calcutta, Cochin, Madras, Vishakhapatnam
PAKISTAN:	Karachi
SRI LANKA:	Colombo

##### 4. MIDDLE EAST PORTS:

BAHRAIN:	Bahrain
IRAN:	Bandar Abbas, Tehran
KUWAIT:	Kuwait
OMAN:	Mina Qabus, Muscat
QATAR:	Doha

SAUDI ARABIA: Dammam, Jeddah  
UNITED ARAB  
EMIRATES: Abu Dhabi, Dubai, Sharjah  
YEMEN: Aden, Hodeidah

5. SOUTH PACIFIC PORTS -

AUSTRALIA: Adelaide, Brisbane, Fremantle,  
Hobart, Melbourne, Perth, Sydney  
NEW ZEALAND: Auckland, Christchurch, Dunedin,  
Lyttelton, Port Chalmers, Wellington  
SOLOMON ISLANDS: Honiara  
PAPUA NEW GUINEA: Lae, Port Moresby  
NEW CALEDONIA: Noumea  
TONGA: Nukualofa  
VANUATU: Port Vila  
FIJI: Suva  
FRENCH POLYNESIA: Papeete

6. NORTH EUROPEAN CONTINENT PORTS -

BELGIUM: Antwerpen  
FRANCE: Le Havre  
GERMANY: Bremen, Bremerhaven, Hamburg  
NETHERLANDS: Amsterdam, Rotterdam

7. UNITED KINGDOM PORTS -

UNITED KINGDOM: Felixstowe, Liverpool, London,  
Southampton, Tilbury,  
Glasgow, Greenock, Grangemouth  
IRELAND: Belfast, Dublin, Cork, Galway,  
Waterford

8. SCANDINAVIAN PORTS -

DENMARK: Aarhus, Copenhagen  
FINLAND: Helsinki, Kotka, Turku  
NORWAY: Bergen, Oslo, Stavanger  
POLAND: Gdynia  
SWEDEN: Gothenburg, Helsingborg, Malmo,  
Norrkoping, Stockholm, Wallhamn  
ESTONIA: Tallinn  
RUSSIA: St Petersburg  
LATVIA: Riga  
LITHUANIA: Klaipeda

9. SOUTH EUROPEAN AND MEDITERRANEAN PORTS -

BULGARIA: Varna  
CROATIA: Split  
CYPRUS: Larnaca, Limassol  
FRANCE: Marseille  
GREECE: Piraeus, Salonika  
ISRAEL: Ashdod, Haifa  
ITALY: Savona, Genoa, Leghorn,  
Naples, Palermo, Venice,  
Trieste, La Spezia  
JORDAN: Aqaba  
LEBANON: Beirut, Tripoli  
MALTA: Valletta  
PORTUGAL: Lisbon, Leixoes, Oporto  
ROMANIA: Constanta  
SLOVENIA: Koper  
SPAIN: Algeciras, Alicante, Barcelona,  
Bilbao, Cadiz, Malaga,  
Sevilla, Valencia

SYRIA: Latakia  
TURKEY: Iskenderun, Istanbul, Izmir, Mersin  
UKRAINE: Ilyichevsk

10. SOUTH AMERICA PORTS:

ARGENTINA: Buenos Aires, La Plata  
BRAZIL: Belem, Fortaleza, Imbituba, Itajai,  
Itaqui, Paranagua, Recife,  
Rio de Janeiro, Rio Grande,  
Salvador, Santos, Sao Paulo,  
Sao Francisco Do Sul, Vitoria  
CHILE: Antofagasta, Arica, Coquimbo,  
Iquique, Punta Arenas, Talcahuano,  
Tocopilla, San Antonio, Valparaiso  
COLOMBIA: Barranquilla, Buenaventura,  
Cartagena, Santa Marta  
ECUADOR: Guayaquil  
FRENCH GUIANA: Cayenne  
GUYANA: Georgetown  
PARAGUAY: Asuncion  
PERU: Callao, Matarani  
SURINAME: Paramaribo  
URUGUAY: Montevideo  
VENEZUELA: La Guaira, Maracaibo, Puerto Cabello

11. CENTRAL AMERICA -

BELIZE: Belize City  
COSTA RICA: Caldera, Puerto Limon  
EL SALVADOR: Acajutla, San Salvador  
GUATEMALA: Puerto Barrios, Puerto Quetzal,  
San Jose, Santo Tomas  
HONDURAS: Amapala, Puerto Cortes,  
San Pedro Sula, San Lorenzo  
MEXICO: Chetumal, Cozumel, Manzanillo,  
Progreso, Tampico, Veracruz  
NICARAGUA: Corinto, Managua  
PANAMA: Balboa, Colon, Cristobal, Panama City

12. CARIBBEAN/ATLANTIC ISLANDS

ANTIGUA AND BARBUDA: Antigua  
BARBADOS: Bridgetown  
BERMUDA: St Georges  
DOMINICA: Roseau  
DOMINICAN REPUBLIC: Santo Domingo, Rio Haina  
GRENADA: Saint George s  
GUADELOUPE: Basse Terre  
HAITI: Port Au Prince  
JAMAICA: Kingston, Montego Bay  
MARTINIQUE: Fort de France  
MONTSERRAT: Plymouth  
NETHERLANDS  
ANTILLES: Aruba, Curacao, Kralendijk,  
Oranjestad, St Maarten, Willemstad  
ST KITTS AND NEVIS: Charlestown  
ST VINCENT AND THE  
GRENADINES: St Vincent  
THE BAHAMAS: Freeport  
TRINIDAD AND TOBAGO: Port of Spain

13. AFRICAN PORTS -

ALGERIA: Alger

ANGOLA:	Lobito, Luanda
BENIN:	Cotonou
CAMEROON:	Douala
COMOROS:	Moroni
CONGO:	Pointe Noire
DJIBOUTI:	Djibouti
EGYPT:	Alexandria
ETHIOPIA:	Assab, Mitsiwa
GABON:	Libreville
GAMBIA THE:	Banjul
GHANA:	Accra
GUINEA:	Conakry
GUINEA BISSAU:	Bissau
IVORY COAST:	Abidjan
KENYA:	Mombasa
LIBERIA:	Monrovia
LIBYA:	Benghazi
MADAGASCAR:	Tamatave
MAURITANIA:	Nouakchott
MAURITIUS:	Port Louis
MOROCCO:	Agadir, Casablanca, Tangier
MOZAMBIQUE:	Beira, Maputo, Nacala
NAMIBIA:	Walvis Bay
NIGERIA:	Lagos, Port Harcourt
REUNION:	Pointe Des Galets
SENEGAL:	Dakar
SEYCHELLES:	Mahe
SIERRA LEONE:	Freetown
SOMALIA:	Mogadishu, Berbera
SOUTH AFRICA:	Cape Town, Durban, East London, Port Elizabeth
SUDAN:	Port Sudan
TANZANIA UNITED REPUBLIC OF:	Dar es Salaam, Tanga
TOGO:	Lome
TUNISIA:	Sfax, Sousse, Tunis
ZAIRE:	Matadi

#### 14. INTERCHANGE PORTS

Foreign Ports as defined in Rules 1.B.1 thru 1.B.12.

#### 15. FOREIGN INTERIOR POINTS (IPI) SERVICE

Rates apply from or to Foreign Interior Points in all countries, as named in specific tariff line items only, via interchange ports named in Rule 1.B.13.

#### C. APPLICATION OF INTERMODAL RATES

1. Rates in this tariff apply from or to U.S. and Foreign Interior Points as specified in individual rate items via Interchange Ports as specified in Rules 1.A.2 and/or Rule 1.B.13.

2. Rates are through water-rail, water-rail-motor, water-motor, rail-water, motor-rail-water or motor-water rates.

3. Rates include all charges for switching, drayage and other transfer service (including handling and wharfage) at interchange ports or intermediate points on shipments handled through and not stopped for special service at such interchange ports or intermediate points.

4. Intermodal Rates apply on shipments in containers, except as provided in the individual rate items.

5. Except as otherwise specifically provided, all rules, regulations and charges applicable to U.S. Ports are also applicable to Interior Points via Intermodal (IPI) Service.

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**Rule Number: 2 APPLICATION OF RATES AND CHARGES**

1. Rates 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. 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. TRI's indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
2. Except as otherwise provided, all Port (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper, or Consignee of the Cargo. Where rates are applicable from Inland Points which lie beyond port terminal areas, such rates will be shown as single-factor through rates or multi-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) and 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 service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. (See item 16, re: Advanced Charges.) Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be at 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 do not include Marine Insurance or Consular fees.
5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.
6. Unless otherwise specified, when rates 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 rate shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
8. Except as otherwise provided, rates apply only to the specific commodity named and cannot be applied to analogous articles.
9. Wherever rates are provided for articles named, 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 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, ex: Rubber Gloves, Cotton Gloves, etc. would all be rated under Gloves, N.O.S. rather than Rubber Goods, Textiles, etc. The above does not apply in cases where there is a specific rate for the commodity in question.

12. When two or more rates may be applicable to a given shipment and one rate is more specific than the others, the most specific rate shall apply. One rate is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Pineapple is more specific than Canned Fruit or Canned Goods, N.O.S. A rate from/to a specific destination is more specific than a rate to/from a geographic range or zone, (Examples): A rate from New York, NY is more specific than a rate from Atlantic and Gulf Base Ports (AGBP). A rate to Yokohama, Japan is more specific than a rate to Japan Base Ports (JBP).

13. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

14. TYPES OF SERVICE PROVIDED CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo. CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo. CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo. CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo. DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

15. SERVICE OPTIONS: a. The following service types are available and pertain to rates contained in this tariff. Container Yard (Y) The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered. Container Freight Station (S) The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent. Door (D) Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual TRI or where specified in an Inland Rate Table. Ocean Port (O) Ocean Port rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo. b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc. c. Carrier may also utilize the following terminology to describe its services: IPI Service, from Asia to USA The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA. MLB Service (Mini Land Bridge), from Asia to USA The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports. RIPI Service, from Asia to USA The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA. 16. ADVANCED CHARGES Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading, and provided they do not relate in any part to cargo cost and/or ocean freight thereon, but cover only carrying and other legitimate expenses



from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.

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**Rule Number: 2 Sub Rule Number: 01 PACKING REQUIREMENTS**

1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.

2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.

3. Gross weight in pounds and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.

4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

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**Rule Number: 2 Sub Rule Number: 02 DIVERSION CHARGES**

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

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

2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost that would have been otherwise incurred to such point of delivery. NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the rate applicable to the port of destination named in the bill of lading shall be assessed. In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or would have borne had the shipment cleared through the port originally intended.

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**Rule Number: 2 Sub Rule Number: 03 MIXED COMMODITY RATES**

Where commodity descriptions are published in this tariff on two or more distinct and separate commodities, the rates shall apply on mixed shipments of the commodities named only and no one commodity may comprise less than 5% of the volume of the shipment. In the case where a mixed shipment contains a commodity comprising less than 5% of the volume of the shipment, the rates to apply shall be the otherwise applicable commodity rates for straight shipments of the commodity. The total of the ocean freight of each portion of the shipment, at the applicable tariff rate and volume shipped of each individual portion shall represent the total applicable ocean freight.

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**Rule Number: 2 Sub Rule Number: 04 SHIPPER FURNISHED CONTAINERS**

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

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

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

C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff. D. Shipper furnished containers will be accepted only at loading ports CY and delivered only at destination CY.

E. Shipper will be required by the carrier to submit documentary evidence of ownership or shipper's leasehold of the container offered for shipment.

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**Rule Number: 2 Sub Rule Number: 05 MEASUREMENT AND WEIGHT**

Tariff reference to W and M signify 1,000 kilos and 1 cubic meter respectively. Whenever freight charges are assessed on a W/M weight or measurement basis or where rates are provided on both a W and M basis, the freight charges will be computed on the gross weight or the overall measurement of the pieces or packages, whichever computation produces the greater revenue to the Carrier. 1. All packages will be measured in CENTIMETRES and weight in KILOGRAMS 2. Rounding off- Dimensions Where parts of centimeter occur in dimensions, such parts below 0.5 cm. are to be ignored, and those of 0.5 cm. and over are to be rounded off to the centimeter above. 3. Calculating Cubic Measurements The three dimensions in centimeters (rounded off in accordance with (2) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals. In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards. In the case of multiple packages of like dimensions, the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure. 4. OFFICIAL MEASURERS AND WEIGHERS The straight loaded shipments of consolidator Cargo, stuffed at Carrier's nominated off dock CY locations, does not require measuring/weighing for purposes of confirming volume/weight of cargo. For such shipments, however, there must be a certificate from an officially appointed Sworn Measurer to confirm the exact location at which the shipment was stuffed into the container. 5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT A. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by the Shipper. Such assessment is subject to the terms and conditions of the Carrier's Bill of Lading. Notwithstanding the foregoing, Carrier may arrange at the port/point of destination for the verification of the description, measurement or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo. B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn re-weighting, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or mis-declared by the Shipper, re-measuring and/or resurveying shall be for the account of the cargo.

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**Rule Number: 2 Sub Rule Number: 06 OVERWEIGHT CONTAINERS**

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

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

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**Rule Number: 2 Sub Rule Number: 07 SHIPPER'S LOAD AND COUNT**

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as Shipper's load and Count and the Bill of Lading shall be so claused, and: No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container. Carrier will not be directly or indirectly responsible for:

- 1) Damage resulting from improper loading or mixing of articles in containers, or shipper's use of unsuitable or inadequate protective and securing materials when loading to open-side flat-rack type containers.
- 2) Any discrepancy in count or concealed damage to articles. Except as otherwise provided, shipments destined to more than one port of discharge may not be loaded by the shipper into the same container. Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers and their expense and the carrier shall not be responsible for such materials nor their return after use. The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

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**Rule Number: 2 Sub Rule Number: 08 DIVERSION OF CARGO (BY SHIPPER CONSIGNEE)**

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

- A. Definition of Diversion: A change in the original billed destination (which may also include a change in Consignee, order party, or both). A change in Consignee, order party or both will not be considered as diversion of cargo.
- B. Conditions: 1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided. 2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading. 3. This rule will apply to full Bill of Lading quantities or full container loads only. 4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo. 5. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination to which diverted in accordance with Carrier's tariff. 6. Diversion charges or administrative charge are payable by the party requesting the diversion.

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**Rule Number: 2 Sub Rule Number: 09 MIXED SHIPMENTS**

1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity rate applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.

2. Single shipments which consist of articles subject to two or more different TRI's, when articles subject to such different rates are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity rate applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.

3. Where different scales of rates are provided for shipments of different weights, the applicable rate shall be the rate which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment. Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of rates will be charged for at the lowest rate applicable to any article in the shipment.

4. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity rate applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the rates used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

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**Rule Number: 2 Sub Rule Number: 10 RESTRICTED ARTICLES**

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

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

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**Rule Number: 2 Sub Rule Number: 11 FREIGHT ALL KINDS (FAK)**

Shipments of Freight All Kinds (F.A.K.) shall be subject to the following conditions: 1. FAK shipment shall contain of any two or more commodities. No one commodity is to exceed ninety

(90%) percent of the cubic capacity of a container. 2. This item shall not apply to the following: a. Explosive, inflammable, hazardous, or dangerous articles. b. Cargo which requires the use of temperature controlled, tank, platform, flat rack, open top or other specialized equipment. 3. The following conditions must be met for cargo rated as Freight All Kinds: a. Shipper shall supply to the carrier a packing list setting forth in complete detail the contents of each container (including the description, weight, and measurement of each piece and/or package). b. No more than one Bill of Lading per container shall be issued. c. Each Bill of Lading shall be from one shipper at one origin to one consignee at one destination. d. Further restrictions to the item shall be contained in each TRI.

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**Rule Number: 2 Sub Rule Number: 12 DISPOSITION OF FRACTIONS**

- A. FRACTIONAL CUBIC METERS Each item on the Bill of Lading shall be considered separately. On a single package of less than one cubic meter it shall be freighted at one cubic meter. On a single package in excess of one cubic meter, if the fraction is less than one-half cubic meter, it shall be rated at the actual volume based on the actual package dimensions. If the fraction is one-half cubic meter or over, it shall be rated at the actual volume based on the actual package dimensions. On each item on a Bill of Lading consisting of two or more packages, actual fractions shall be used to determine the total measurement of all the packages. Where the total results in a fraction, such fraction shall be billed according to the actual volume based on actual dimensions. If the fraction is one-half cubic meter or over, such fraction shall be billed according to the actual volume based on actual dimensions. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be the "outside" measurement of that dimension.
- B. FRACTIONAL CENTIMETERS - All fractions whether under or over one-half centimeter will be billed according to actual volume based on actual dimensions. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be "outside" measurement of that dimension.
- C. FRACTIONAL DIMENSIONS-Cubic Measurement for the individual pieces or packages will be computed in accordance with the actual dimensions in centimeters. When extending freight charges on Bills of Lading, the total measurement at each rate shall be rounded off to the nearest 1/100 (one/one-hundred of a cubic meter). All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be the "outside" measurement of that dimension.

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**Rule Number: 2 Sub Rule Number: 13 U.S. CUSTOMS RELATED CHARGES**

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier. TRI's are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo or merchant.

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**Rule Number: 2 Sub Rule Number: 14 FREE TIME DETENTION/ DEMURRAGE/STORAGE**

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

Per diem, free time for export is 5 working days from pick up of equipment, thereafter USD 150.00 per day Import: Demurrage, free time shall be 5 working days from availability of equipment at the port, thereafter USD 150.00 per day.

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**Rule Number: 2 Sub Rule Number: 15 REFRIGERATED CARGO IN CONTAINERS**

Rates named herein for controlled temperature cargo apply on shipments transported in insulated containers equipped with temperature control apparatus which requires operations of such apparatus for protection from heat and cold. Shipper must specify that controlled temperature container is required when booking shipment and must specify the temperature to be maintained on shipping documents.

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**Rule Number: 2 Sub Rule Number: 16 SAMPLES**

Bona fide samples not exceeding 0.04 CBM may be carried without charge when shipped with the goods it represents, whether in the same package or container with the goods or in overflow containers. Tariff rates and charges will apply on any amount in excess of 0.04 CBM.

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**Rule Number: 2 Sub Rule Number: 17 ADVERTISING MATTER**

Advertising matter may be shipped with the goods it advertises, at the rate applying on such goods, whether in the same package with the goods or in separate packages when accompanying the goods, provided the amount of advertising matter does not exceed 5% of the gross weight or measurement of the goods and packing.

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**Rule Number: 2 Sub Rule Number: 18 PRIOR BOOKING**

All property transported under the provisions of this tariff must be booked with Carrier prior to shipment. Cargo booking for shipper loaded containers must be made sufficiently in advance of scheduled sailing date so empty containers may be furnished, loaded at Shipper's premises and returned to Carrier's Terminal prior to departure of vessel on which cargo is booked. Shipper must specify the number and type of containers desired to accommodate shipment at time of shipment.

Nothing in this tariff shall be construed as requiring Carrier to transport property or furnish service for which it does not possess suitable or sufficient equipment, nor to accept shipments when equipment is unavailable.

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**Rule Number: 2 Sub Rule Number: 19 DOCUMENTATION INSTRUCTIONS**

1. Shipper or his Agent must furnish all documents required for export from country of origin and for import into country of destination and any other documents necessary for other countries through which shipments may move. Carrier shall furnish upon request the information concerning such documents, but shall not be required to volunteer such information.
2. The Bill of Lading must show the names and addresses of Shipper and Consignee. Shipments consigned "To Order" must show the name and address of the party to be notified. Shippers requiring properly endorsed Original Bill of Lading to be surrendered before delivery, must secure an Order Bill of Lading. If an Order Bill of Lading is lost, delayed, or otherwise not immediately available, Carrier may deliver shipment to party claiming in writing as lawfully entitled to possession of the property upon security of currency or Bank Cashier's Check in an amount equal to 125 percent (125%) of the invoice value of the property or at Carrier's option, a Bond of Indemnity with corporate security duly authorized to write surety bonds in amount equal to 200 percent of invoice value.
3. Shipper's Export Declarations

A duly executed copy of the shipper's export declaration, as required by U.S. Customs for each individual shipment accepted for transportation, must be delivered by the shipper to Carrier not later than 48 hours prior to the sailing of the vessel on which shipment or shipments are to be transported. Carrier will not issue Bills of Lading on any shipment until it has received copy or copies of necessary shipper's export declaration or declarations.

1) At shipper's request, carrier may file an EEI (Electronic Export Information) filing (formerly known as SED or Shipper's Export Declaration) for shipments handled by carrier. The service will be provided at a fee of USD 35.00 per EEI filing.

#### 4. On-board Bills of Lading

On-Board Bills of Lading shall not be issued until the cargo stands actually laden on board the vessel.

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**Rule Number: 2 Sub Rule Number: 20 OPTIONAL DISCHARGE**  
NOT APPLICABLE

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**Rule Number: 2 Sub Rule Number: 21 ADVANCE MANIFEST DECLARATIONS FOR US CUSTOMS (AMS)**  
Advance Manifest Declarations for U.S. Customs Submission Of  
Cargo Declaration Data

A. Submission and deadline of cargo declaration data pursuant to customs regulations effective December 2, 2002. Carrier is required to submit certain cargo declaration data to the U.S. Customs service for all cargo that will call in the U.S. (i.e. U.S. import cargo and foreign destination cargo remaining on board the vessel) not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel in the non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph b of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must submit the following information regarding such cargo to Carrier in writing (including by electronic transmission prior to the specified manifest information cut-off time, as set forth in Carrier's published schedule:

1. A precise description of the cargo (or the 6-digit HTS code number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing pallets with 200 cases shall be described as 200 cases generic descriptions such as "FAK," "general cargo," "chemicals," "foodstuffs," and "said to contain" are not acceptable descriptions.
2. Shipper's complete name and address, or the identification number issued to the shipper by the US Customs service (CBP) upon implementation of the automated commercial environment ("ACE").
3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.
4. Internationally recognized hazardous material code when such materials are being shipped.
5. Seal numbers for all seals affixed to the container.

#### B. Non-Vessel Operating Common Carriers.

Non-vessel operating common carriers ("NVOCCs") that are licensed by or registered with the FMC and that have obtained customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs service. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an organization number by the FMC, published a valid and effective tariff, and posted the required financial security with the FMC.

1. Second notify party.

Any FMC-licensed or registered NVOCC with a customs bond that tenders cargo that will be on board a vessel when it calls in the United States and provides the required cargo declaration data for that cargo directly to the customs service shall identify Carrier as "second notify party" in the data submitted to the customs service. Until such time as Carrier informs the NVOCC that the identification of Carrier as second notify party permits Carrier to ascertain which cargo may be loaded, the NVOCC shall be required to provide the certification described in subparagraph b(2) below.

2. Certification.

Any NVOCC that submits cargo declaration information directly to the customs service shall, unless notified by Carrier pursuant to subparagraph b(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph a of this rule, provide Carrier, prior to the specified manifest information cut-off time, as set forth in Carrier's published schedule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.

3. NVOCC Co-loading.

For purposes of this subparagraph b(3), the term "Master NVOCC" shall mean the NVOCC that is the customer of Carrier and tenders co-loaded cargo to Carrier in its name. In the event the master NVOCC submits cargo declaration data for co-loaded cargo directly to the customs service, it shall do so for all NVOCCs with which it co-loads and shall comply with subparagraph b(1) and/or b(2) above. Or in the event the master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the customs service but NVOCCs with which it co-loads, it shall transmit cargo declaration data for their cargoes directly to the customs service, it shall be the obligation of the master NVOCC to provide Carrier with certification described in subparagraph b (2) with respect to all co-loaded cargo tendered to Carrier by Master NVOCC.

4. All NVOCCs shall be subject to paragraphs c and d of this rule.

5. All NVOCCs will be required to advise Carrier at the booking space and equipment to identify themselves as NVOCC, as defined in title 46 U.S. Code of Federal regulations, subchapter b, part 515, and to specifically advise, including written confirmation, if they will file an advanced manifest on their own behalf. Alternatively specific protocols as to identification and confirmation of which party shall file the advance manifest can be established by agreement.

6. All NVOCCs, as defined above, that elect to file the advanced manifest on their own behalf shall advise Carrier of the status, whether held or approved, by order of U.S. Customs, within 48 hours following the manifest information cutoff as confirmed by Carrier at the time of booking.

7. In the event the shipper requests a booking of consolidated shipments in one or more containers, Carrier will require manifest information as defined above for each of the individual shipments therein.

C. Failure to Provide Information; Denial of Permission To Load Cargo.

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs service for all cargo to be loaded on its vessel within the time period required by customs service regulations it may among other things be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided and/or denied permission to unload any cargo from the vessel on which the cargo is moving accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph a of this rule by the deadline specified therein; or (ii) the certification required in paragraph b of this rule by the deadline specified therein.

2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-load provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection Detention, demurrage, storage and/or re-delivery costs shall be for the account of the cargo. Carrier shall place a lien on cargo in its possession for amounts due here and may hold cargo until such amounts (and any other unpaid freights or charges) are



paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

D. Indemnification of Carrier.

If Carrier is assessed a civil penalty or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, NVOCCs and their agent(s) that failed to provide the information required by this rule and/or by the regulations of the U.S. Customs (U.S. CBP) service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by Carrier as a result of the denied permission to unload cargo. Carrier shall have a lien in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

E. Advance Manifest Compliance Charge

The following charges are applicable to all cargo ultimately destined to ports or points in the United States from all origins, including Guam and Saipan.

1. In the event carrier submits advance cargo declarations to the CBP for cargo loaded on a vessel at a non-us port and ultimately destined to ports or points in the United States, an advance manifest compliance charge shall be payable to carrier for each master bill of lading issued by carrier as per the following schedule, unless otherwise agreed. Submission of bill of lading information may be submitted to carrier via electronic data transmission, (including but not limited to edi and web-based channels); or where bill of lading data was submitted to carrier manually, telephonically, via telex, email, via fax or by other non-electronic method.

- US\$ 30 per bill of lading for initial filing
- US\$ 45 per bill of lading for amendments

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**Rule Number: 2 Sub Rule Number: 22 WOOD PACKING MATERIAL ON SHIPMENTS FROM CHINA**

A. Certificates regarding solid wood packing materials for shipments originating within China to destination of USA.

1. Requirement certificate

The U.S. Animal and Plant Health Inspection Service hereafter referred to as 'APHIS') of the U.S. Department of Agriculture, pursuant to 7CFR 319.40-1 and following hereafter referred to as 'APHIS RULES'), requires that shippers of all cargo that originates in China, including the Hong Kong Special Administration Region (hereafter referred to as 'China'), present a certificate issued by the appropriate government authority in China stating that any solid wood packing material (hereafter referred to as 'SWPM') has been fumigated, heat-treated, or treated with preservatives.

If APHIS requires that a container be returned to origin because of failure to comply with its rules, the carrier will return the container to the original port of loading in China on the next available voyage. The rate for the return shipment will be 85% of the base rate, plus 85% of the DDC, plus 100% of the applicable ancillary charges for the Transpacific Eastbound shipment. All rates and surcharges for the return shipment will be the responsibility of consignee, shipper, and cargo owner, and will be paid before the cargo is returned.

The State Administration for Exit Inspection and Quarantine (hereafter referred to as 'SAIQ') of China requires that all shippers of cargo to China present a certificate, on ppg form 553, endorsed by the U.S. Department of Agriculture Animal and Plant Health Inspection Service, stating that packing materials made of solid conifer wood have been heat-treated or, shipper may certify that the cargo contains no conifer SWPM. The certificate or statement must be presented at the port of container discharge in China.

## 2. Sole responsibility of shipper and consignee

The shipper and consignee will be entirely responsible for any required treatment of SWPM in China, and for providing APHIS the required certificate or statement. The Carrier bears no responsibility for treatment or certification of SWPM and will not absorb those costs. The Carrier may make a notation on the bill of lading or manifest concerning treatment if shipper has furnished written confirmation that the appropriate certification or statement has been obtained by the time the cargo is tendered to the Carrier or its agent, subcontractor, or inland Carrier at origin. However, such a notation will be solely for shipper's convenience, and does not constitute a verification that the cargo has been treated, or that it is free of SWPM. Bills of lading will not state that the Carrier will be responsible for treatment or fumigation of SWPM in China, or for obtaining the required certification for the cargo or containers named on them.

## 3. Remedies for uncertified containers

If for any reason a container is loaded aboard a Carrier vessel for which the certificate or statement APHIS requires has not been obtained, and such container is denied entry into the USA and/or is detained for inspection, destruction of SWPM, or separation of SWPM from the cargo, the consignee will arrange for all procedures required, at the expense and responsibility jointly and severally of shipper, consignee and cargo owner. If APHIS permits transportation of the cargo to the ultimate USA destination, or requires that the container be returned to China, the consignee will be responsible to deliver container(s) to the Carrier or the applicable inland Carrier, at the expense of consignee, shipper and cargo owner.

## 4. Return of containers to origin

If APHIS requires that a container be returned to origin because of failure to comply with its rules, the Carrier will return the container to the original port of loading in China on the next available voyage. The rate for the return shipment will be 85% of the base rate, plus 85% of the DDC, plus 100% of the applicable ancillary charges for the eastbound shipment.

All rates and charges for the return shipment will be the responsibility of consignee, shipper, and cargo owner, and will be paid before the cargo is returned.

## 5. Administrative charge

If a container is inspected, unloaded, re-exported, or otherwise detained by APHIS or other U.S. government agency because the shipper has failed to furnish a complete, correct certificate or statement to APHIS, the cargo interest will pay the Carrier an administrative charge of US\$200, in addition to all other charges under this rule.

## 6. Liability and indemnification

Shipper, consignee, and cargo owner will be jointly, severally and absolutely liable to the Carrier or any other concerned party, without regard to intent, negligence, or any other factor, for:

- a. Personal injuries, death, or damage to/loss of cargo or other property, while the container is being detained by APHIS or any other government agency, or is being shipped to or from such detention.
- b. Any losses damages, fines, penalties, costs (including attorney fees), bonds, interest and any other sanctions imposed on shipper, consignee or the Carrier as a result of shipper's or consignee's failure to comply in full with the requirements of the APHIS rules.

If the Carrier is required to pay an amount referred to in 6.a or 6.b above, shipper and consignee will be liable to indemnify the Carrier in full for those amounts, including reasonable attorney fees and costs related to responding to or defending against such sanctions.

## 7. Payments to the Carrier

The Carrier will refuse to release containers to a consignee until all fines, penalties, costs (including attorney fees), bonds, penalties, and sanctions provided for in this rule have been paid by the shipper, consignee, or cargo owner, or the Carrier has reimbursed for payment of same.

## B. Certificates - Solid Wood Packing Materials on shipments from the U.S.A. to the People's Republic of China.

1. The State Administration for Exit Inspection and Quarantine ("SAIQ") of China requires that all shippers of cargo to China present a certificate, on ppq form 553, endorsed by the U.S. Department of Agriculture Animal and Plant Health Inspection Service, stating that packing materials made of solid conifer wood have been heat-treated or, shipper may certify that the cargo contains no conifer SWPM. The certificate or statement must be presented at the port of container discharge in China.

Any expense, including but not limited to demurrage, detention, storage, handling, inland transportation, unloading, stuffing/re-stuffing containers, and additional equipment costs, that results from the Carrier's handling cargo that does not comply with SAIQ rules, will be for the joint and several accounts of shipper, consignee, and cargo owner. In addition, shipper or consignee, at its expense, will arrange for heat or other treatment satisfactory to the Carrier of any container that does not comply with SAIQ rules, before returning it to the Carrier. Any such expense will be paid before the Carrier releases the container.

2. Sole responsibility of shipper and consignee Shipper and consignee will be entirely responsible for heat treatment of cargo shipped to china that SAIQ requires, and for providing the required certificate or statement to SAIQ in the form and at the location required. The carrier bears no responsibility for treatment, fumigation, or certification of SWPM and will not absorb the cost. Bills of lading will not state that the carrier will be responsible for treatment of SWPM, or for obtaining or providing required certification.

### 3. Remedies for uncertified containers

If the required certificate or statement has not been obtained for a container that is loaded aboard the carrier vessel, and such container is denied entry into china and/or detained for inspection, destruction of SWPM, or separation of SWPM from the cargo, the consignee will arrange for all procedures required. Such procedures will be at the expense and responsibility jointly and severally of the shipper, consignee, and cargo owner. If SAIQ permits delivery of the cargo to the ultimate China destination, or requires that a container be returned to the USA, consignee will be responsible to return the container(s) to the carrier or the applicable inland Carrier, at the expense of consignee, shipper, and/or cargo owner.

### 4. Return of containers at origin

If return of a container to origin is required because of failure to comply with SAIQ rules, the Carrier will transport said container to the original port of loading in the USA on the next available vessel voyage. The rate for this return shipment will be as specified in the applicable rate tariff governed by this tariff.

All rates and charges for the return shipment will be the responsibility of the consignee, shipper and cargo owner, and will be prepaid before the containers are returned.

### 5. Administrative charge

If a container is inspected, unloaded, re-exported, or otherwise detained by SAIQ or another China government agency because the shipper has failed to furnish a complete, correct certificate or statement to SAIQ, the cargo interest will pay the Carrier an administrative charge of US\$200, in addition to all other amounts due under this rule.

### 6. Liability and indemnification

Shipper, consignee, and cargo owner will be jointly, severally and absolutely liable to the Carrier or any other party, without regard to intent, negligence, or any other factor, for:

- a. Personal injuries or death, or damage to or loss of cargo or other property, during any time the container is being inspected or detained by said or any other government agency or is in transit to or from such inspection or detention.
- b. Any losses, damages, fines, penalties, costs (including attorney fees), bonds, interest and any other sanctions imposed on shipper, consignee or the Carrier as a result of shipper's or consignee's failure to comply in full with requirements of the SAIQ rules.

If the Carrier is required to pay an amount referred in 6.a or 6.b. above, shipper and consignee will be liable to indemnify the Carrier in full for those amounts, including reasonable attorney fees and costs related to responding to or defending against sanctions.

7. Payment to the Carrier

The Carrier will refuse to release containers to a consignee until all fines, penalties, costs (including attorney fees), bonds, penalties, and sanctions provided for under this rule have been paid by shipper, consignee, or cargo owner, or the Carrier has been reimbursed for payment of same.

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**Rule Number: 2 Sub Rule Number: 23 ALTERNATE RATE/SERVICE LEVELS: REGULAR, PREMIUM, SUPERIOR**

When requested by shipper, Regular, Premium, and Superior type of service as shown below shall be offered by the Carrier. The shipper must notify the Carrier prior to shipment as to the type of service preferred. Unless otherwise specified on the individual commodity items, all rates shall apply via Regular service and the service type codes as Premium or Superior as designated below shall be noted as such on the individual commodity items when applicable. REGULAR SERVICE (R) - When no specific type of service is request, then the applicable rate shall be based on Regular Typ. PREMIUM SERVICE (P) - When Premium Service is requested by the shipper, the carrier shall offer transit time as offered by premium service carriers. SUPERIOR SERVICE(S) - When Superior Service is requested by the shipper, the carrier shall offer transit time s offered by superior service carriers.

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**Rule Number: 3 RATE APPLICABILITY**

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

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**Rule Number: 4 HEAVY LIFT**

NOT APPLICABLE

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**Rule Number: 5 EXTRA LENGTH**

NOT APPLICABLE

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**Rule Number: 6 MINIMUM BILL OF LADING CHARGES**

Unless otherwise provided for under the individual Tariff Rate Item (TRI), the Minimum Bill of Lading Charge for a single shipment from one shipper to one consignee shall be the greater of one revenue ton per the individual TRI or \$450.00, whichever is greater. The minimum charge applies only to the Basic Ocean Freight and unless otherwise specified, is subject to all assessorial charges.

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**Rule Number: 7 PAYMENT OF FREIGHT CHARGES**

- A. CURRENCY Rules and charges are quoted in U.S. Currency and have been determined with due consideration to the relationship of U.S. currency to other currencies involved. In the event of any material change in this relationship, carrier reserves the right, upon publication in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, to adjust the TRI's and charges as required.
- B. PAYMENT IN U.S. DOLLARS Except as otherwise provided, freight and charges shall be prepaid in the United States in US currency.
- C. METHODS OF PAYMENT. Payment for freight or charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft acceptable by carrier's bank for immediate credit without charges.
- D. PREPAID FREIGHT 1. When freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Ocean Bill of Lading by the carrier to the shipper or his duly authorized licensed Freight Forwarder or Agent acting in his behalf. 2. When freight and charges are billed prepaid they shall be paid in U.S. dollars.
- E. FREIGHT COLLECT All freight and charges which are billed on a freight collect basis must be paid in full in U.S. Dollars, or in a currency acceptable to the carrier provided such currency shall be unblocked, freely convertible and freely remittable free of tax into U.S. Dollars, for the complete originally issued Bill of Lading quantity prior to release of cargo or any portion thereof.
- F. CURRENCY CONVERTABILITY: 1. Conversion Provisions: In addition to the United States Dollars, freight monies and charges may be billed and paid in foreign currencies, provided they are freely convertible and remittable and free of tax.
- G. Unless prior arrangements to the contrary have been made with Carrier, freight charges and all other charges must be prepaid on shipments of:
  - (a) Household Goods
  - (b) Personal Effects
  - (c) Privately owned motor vehicles
  - (d) Refused/Returned Shipments
- H. In the event Consignee or his agent refuse to pay freight and other charges, and merchandise remains undeliverable thereby, Shipper guarantees and remains liable for full payment of freight and other charges, together with any expense incurred while awaiting disposition of the cargo.
- I. Freight charges may be prepaid or collect in accordance with the provisions of this Rule. Ocean Freight and other Tariff charges are due and completely earned upon receipt of cargo by Carrier.

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**Rule Number: 8 Sub Rule Number: BILL(S) OF LADING**

Carrier's bill of lading includes the following clauses on its front side: RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customers notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. IN WITNESS whereof three (3) original Bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods of delivery order. For terms and conditions of Carrier's bill of lading, as printed on its reverse side, please see Rule 8-001.

Rule Number: 8 Sub Rule Number: 01 BILL(S) OF LADING LANGUAGE

## **TERMS AND CONDITIONS OF CARRIAGE**

### **Definitions**

“Cargo” means the goods, property, freight and or merchandise described on the face hereof, whether packed in Containers or not, and whether carried on or under deck and includes any Container not supplied by or on behalf of the Carrier. “Carriage” means the whole of the operations and services undertaken by the Carrier or a Subcontractor with respect to the Cargo. “Carrier” means **DEDOLA GLOBAL LOGISTICS, INC.**, on whose behalf this Non-Negotiable Bill of Lading has been issued as indicated on the face hereof. “Container” includes any container, trailer, transportable tank, flat rack or pallet or any similar article used for the transportation of cargo. “Dangerous or Hazardous Goods” includes any Cargo classified or described as dangerous in the Dangerous Goods code issued by the International Maritime Organization (the “IMO CODE”) or in the applicable tariff and any Cargo that could present or could be likely to present any hazard to the conveyance in which it is carried or to other Cargo or property or to any person. “Holder” means any person in possession of this Non-Negotiable Bill of Lading to whom the title in the Cargo has passed upon or by reason of the consignment of the Cargo or the endorsement of this Non-Negotiable Bill of Lading or otherwise. “Merchant” includes the shipper, the consignee, the receiver of the goods, the holder of this Bill of Lading, any person having a present or future interest in the goods or any person acting on their behalf. “Multi-Modal Transportation” means the Carriage of Cargo under this Non-Negotiable Bill of Lading by a Vessel and one or more inland carriers for a single freight charge to the Merchant. “Non-Negotiable” means that this Bill of Lading is not a document of title, unless the words “TO ORDER” appear in the consignee box on the face hereof. “Subcontractor” shall include direct and indirect subcontractors of the Carrier and their respective servants and agents, including, but not limited to, warehousemen, stevedores, container freight stations, rail and motor truck carriers. “Vessel” includes the vessel set forth on the front page hereof, as well as any vessel, ship, craft, lighter or other means of transport, which is or shall be substituted, in whole or in part, for the vessel set forth on the front face hereof.

#### **1. Applicability**

These Terms and Conditions shall apply to all modes of Carriage utilized to transport the Cargo, and the Carrier’s responsibility to the Merchant for the Cargo shall terminate at the time of delivery under Clause 13.

#### **2. Issuance of this Non-Negotiable Bill of Lading**

2.1. By issuance of this Non-Negotiable Bill of Lading, the Carrier undertakes to perform and/or in its own name to procure the performance of the entire Carriage, from the place at which the Carrier takes charge of the Cargo (place of receipt evidenced in this Non-Negotiable Bill of Lading) to the place of delivery designated in this Non-Negotiable Bill of Lading;

2.2. The information in this Non-Negotiable Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Cargo as described by such information unless a contrary indication, such as "shipper's weight, load and count," "shipper-packed container," said to contain or similar expressions, has been made in the printed text or written on this Non-Negotiable Bill of Lading.

#### **3. Agreement to Terms and Conditions of Carriage**

The Merchant warrants that it is authorized to arrange the Carriage of the Cargo with the Carrier and accepts the Terms and Conditions of Carriage of this Non-Negotiable Bill of Lading.

#### **4. Dangerous or Hazardous Goods and Indemnity**

4.1. The Merchant shall comply with mandatory rules according to the applicable local national law or international convention relating to the Carriage of goods of a dangerous or hazardous nature, and shall in any case inform the Carrier in writing of the exact nature of the danger or hazard, before Cargo of a dangerous or hazardous nature is taken in charge by the Carrier, and indicate to it the precautions to be taken.

4.2. If the Merchant fails to provide such information and the Carrier is unaware of the dangerous or hazardous nature of the Cargo and the necessary precautions to be taken, and if, at any time, it is deemed to be a hazard to life or property, the Cargo may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Carrier against all loss, damage, liability, or expense arising out of such dangerous or hazardous Cargo being taken in charge, or its Carriage, or of any service incidental thereto. The burden of proving that the Carrier knew the exact nature of the danger constituted by the Carriage of the said Cargo shall be on the Merchant.

4.3. If any Cargo shall become a danger to life or property, it may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Carrier, it shall have no liability and the Merchant shall indemnify and hold harmless the Carrier against all loss, damage, liability, and expense arising therefrom.

#### **5. Description of Cargo and Merchant's Packing and Inspection**

5.1. The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Cargo was taken into the charge of the Carrier, of all particulars relating to the general nature of the Cargo, including, without limitation, its marks, number, weight, volume, and quantity and, if applicable, the dangerous character of the Cargo, as furnished by the Merchant or on its behalf for insertion on the Non-Negotiable Bill of Lading. The Merchant shall indemnify and hold harmless the Carrier against all loss, damage, liability, and expense resulting from any inaccuracy or inadequacy of such particulars. The Merchant shall remain liable even if the Non-Negotiable Bill of Lading has been transferred by the Merchant.

5.2. a) The Merchant agrees that it shall inspect the Container before loading the Cargo and shall warrant and certify to the Carrier that the Container is in satisfactory condition and fit for the stowage of the Cargo. b) The Carrier shall not be liable for any damage, delay, expense or loss of the Cargo caused by defective or insufficient packing of Cargo, or by inadequate loading or packing within Containers or other transport units when such loading or packing has been performed by the Merchant or on its behalf by a person other than the Carrier. The Carrier shall not be liable for any damage, delay, expense, or loss of the Cargo caused by the defect or unsuitability of the Containers or other transport units supplied by the Merchant, or if supplied by the Carrier if a defect or unsuitability of the Container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify and hold harmless the Carrier against all loss, damage, liability, and expense so caused.

#### **6. Refrigeration/Perishable Cargo**

6.1 Cargo, including cargo of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures, unless there is noted on the reverse side of this bill of lading that the Cargo will be carried in a refrigerated, heated, electrically ventilated or otherwise specifically equipped Container or is to receive special attention in any way. The Merchant undertakes not to tender for Carriage any Cargo which requires refrigeration, ventilation or any other specialized attention without giving written notice of their nature and the required temperature or other setting of the thermostatic, ventilation or other special controls to Carrier. If the above requirements are not met, Carrier shall not be liable for any loss or damage to the Cargo arising from the perishable nature of the Cargo.

6.2 Carrier shall not be liable for any loss of or damage to Cargo resulting from the unsuitability or defective condition of the Container or the incorrect setting of any thermostatic, ventilation, or other special controls thereof, provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition could have been



discovered upon reasonable inspection by the Merchant at or prior to the time the Container was packed.

6.3 Carrier shall not be liable for any loss or damage to Cargo arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialized machinery, plant, insulation and/or apparatus of the Container, vessel, conveyance and any other facilities.

6.4 The Merchant should note that refrigerated Containers are not designed (a) to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and Carrier shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for Carriage; nor

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

(3) The term "apparent good order and condition" when used in this Bill of Lading with reference to Perishable Cargo does not mean that the Cargo, when received by the Carrier was at the carrying temperature, humidity level or other special condition designated by the Merchant.

## **7. Carrier's Liability**

7.1. Arrival times are not guaranteed by the Carrier.

7.2. If the Cargo has not been delivered within ninety days of the anticipated date of delivery, the Cargo shall be deemed lost, in the absence of evidence to the contrary.

7.3. When the Carrier establishes that damage, delay, expense, or loss of the Cargo could be attributed to one or more causes or events specified in sub-paragraphs (a) – (e) of this clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events: (a) an act or omission of the Merchant, or person other than the Carrier acting on behalf of the Merchant or from which the Carrier took the Cargo in its charge; (b) insufficiency or defective condition of the packaging or marks and/or numbers; (c) handling, loading, stowage, or unloading of the Cargo by the Merchant or any person acting on behalf of the Merchant; (d) inherent vice of the Cargo; (e) strike, lockout, stoppage, or restraint of labor.

7.4. Notwithstanding Clauses 7.2 and 7.3, the Carrier shall not be liable for damage, delay, expense, or loss of the Cargo with respect to Cargo carried by sea, inland waterways, motor carrier, or rail when such damage, delay, expense, or loss of the Cargo has been caused by: (a) act, neglect, or default of the master, mariner, pilot, or the servants of the Carrier in the navigation or in the management of the ship; (b) fire, unless caused by the actual fault or privity of the Carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Carrier can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage; (c) perils, dangers, and accidents of the sea or other navigable water, including inland waterways; (d) act of God or force majeure; (e) act of war; (f) act of public enemies; (g) arrest or restraint of princes, rulers, or people, or seizure under legal process; (h) quarantine restrictions; (i) act or omission of the Merchant, its agent, or representative; (j) strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; (k) riots and civil commotions; (l) saving or attempting to save life or property at sea or anywhere else; (m) wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the Cargo; (n) insufficiency of packing; (o) insufficiency or inadequacy of marks; (p) latent defects not discoverable by due diligence;

(q) any other cause arising without the actual fault and privity of the Carrier and without the fault and neglect of the agents or servants of the Carrier.

## **8. Paramount Clauses**

8.1. These Terms and Conditions of Carriage shall only take effect to the extent that they are not contrary to international conventions or national law compulsorily applicable to the contract evidenced by this Non-Negotiable Bill of Lading.

8.2. The Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force, the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the country of shipment, shall apply to all Carriage of Cargo by sea and also to the Carriage of Cargo by inland waterways, and such provisions shall apply to all Cargo whether carried on deck or under deck.

8.3. The United States of America Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C. section 1300 *et seq.*, shall apply to the carriage of the Cargo by sea, whether on deck or under deck, if compulsorily applicable to this Non-Negotiable Bill of Lading or would be applicable but for the goods being carried on deck in accordance with a statement on this Non-Negotiable Bill of Lading.

8.4. Merchant expressly agrees to a waiver of the liability scheme set forth in United States of America laws collectively known as the Carmack Amendment ("Carmack"), 49 U.S.C. sections 14706 and/or 11706, if Carmack is compulsorily applicable to any stage of the Multi-Modal Transportation.

## **9. Limitation of Liability.**

9.1 If the loss or damage to Cargo is determined to have occurred during a time period in which COGSA is compulsorily applicable, liability for loss or damage to the Cargo shall not exceed \$500 per package, or in case of goods not shipped in package, per customary freight unit, unless the Merchant has declared a higher value of the goods than \$500 per package or per customary freight unit (not to exceed the market value) upon delivery to the Carrier, and such higher value has been inserted on the face hereof and extra freight/insurance has been paid by the Merchant to the Carrier.

9.2 When an ocean container or trailer or similar conveyance is loaded with more than one package or unit, such ocean container or trailer or similar conveyance shall be deemed the package for purposes of section

9.3 If the transportation of the Cargo does not include carriage of goods by sea or by inland waterways, the liability of the Carrier shall not exceed 8.33 SDR per kilogram of the weight of the Cargo (without packaging) lost or damaged.

9.4 In no event shall the value of Cargo lost or damaged exceed the commercial invoice value of the Cargo at the port of exportation or the entered value declared to Customs officials at the port of importation, whichever is less.

9.5 Consequential Loss or Delay. Carrier does not accept responsibility for any direct, indirect or consequential loss or damage sustained by Merchant through delay, or for indirect or consequential loss or damage through any other cause.

## **10. Applicability to All Actions**

These Terms and Conditions of Carriage apply to all claims against the Carrier relating to the performance of the contract evidenced by this Non-Negotiable Bill of Lading, whether the claim is founded in contract or in tort, including, but not limited to, claims for indemnity and contribution.

## **11. Liability of Subcontractors, Servants, Agents, or Other Persons**

11.1. These Terms and Conditions apply whenever claims relating to the performance of this Non-Negotiable Bill of Lading are made against any Subcontractor, servant, agent, or other person, including, but not limited to, any independent contractor, whose services have been used in order to perform the Carriage, whether such claims are founded in contract, tort, or otherwise, including, but not limited to, claims for indemnity and contribution, and the

aggregate liability of the Carrier and of such Subcontractors, servants, agents, or other persons shall not exceed the limits set forth in Clause 9.

11.2. In entering into this contract as evidenced by this Non-Negotiable Bill of Lading, the Carrier, to the extent of these provisions, Acts not only on its own behalf, but also as agent for the class of persons identified in Clause 11.1, and such persons shall, to that extent be or be deemed to be, parties to the contract evidenced by this Non-Negotiable Bill of Lading.

11.3. If the loss of or damage to the Cargo resulted from an intentional act or omission of the class of persons identified in Clause 11.1, done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such Subcontractor, servant, agent, or other person shall not be entitled to the benefit of the limitation of liability set forth in Clause 9.

11.4. The aggregate of the amounts recoverable from the Carrier and the class of persons identified in Clause 11.1 shall not exceed the limits provided for in these Terms and Conditions of Carriage.

## **12. Method and Route of Transportation**

Without notice to the Merchant, the Carrier has the liberty to carry the Cargo on or under deck and to choose or substitute the means, route, and procedure to be followed in the handling, stowage, storage, and transportation of the Cargo.

## **13. Delivery**

13.1. The Cargo shall be deemed to be delivered when it has been delivered to or placed at the disposal of the Merchant or its agent in accordance with this Non-Negotiable Bill of Lading, or when the Cargo has been delivered to any authority or other party to which, pursuant to the law or regulation applicable at the place of delivery, the Cargo must be delivered, or such other place at which the Carrier is entitled to call upon the Merchant to take delivery.

13.2. The Carrier shall also be entitled to store the Cargo at the sole risk and expense of the Merchant, and the Carrier's liability shall cease upon the Carrier's tender/delivery of the Cargo to the appointed warehouse or storage facility. The cost of such storage shall be paid, upon demand, by the Merchant to the Carrier.

13.3. If at any time the Carriage under this Non-Negotiable Bill of Lading is or is likely to be affected by any hindrance or risk of any Kind, including, but not limited to, the condition of the Cargo, not arising from any fault or neglect of the Carrier or a Subcontractor that cannot be avoided by the exercise of reasonable diligence, the Carrier may: abandon the Carriage of the Cargo under this Non-Negotiable Bill of Lading and, where reasonably practicable, place the Cargo or any part of it at the Merchant's disposal at any place that the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Carrier in respect of such Cargo shall cease. In any event, the Carrier shall be entitled to full freight under this Non-Negotiable Bill of Lading and the Merchant shall pay any additional costs arising out of the aforementioned circumstances.

## **14. Freight Charges and Expenses**

14.1. Freight charges shall be paid without any reduction or deferment on account of any claim, counterclaim, or set-off, whether prepaid or payable at destination. Freight charges shall be deemed earned by the Carrier upon its receipt of the Cargo. Earned freight charges are non-refundable.

14.2. Freight charges and all other amounts set forth in this Non-Negotiable Bill of Lading are to be paid in the currency named in this Non-Negotiable Bill of Lading or, at the Carrier's option, in the currency of the country of origin or destination.

14.3 The Merchant shall reimburse the Carrier for any duties, taxes, demurrage, detention, charges, or other expenses in connection with the Cargo.

14.4. The Merchant shall reimburse the Carrier for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, military or warlike actions,

epidemics, riots, strikes, government directions or force majeure.

14.5. The Merchant warrants the accuracy of the declaration of contents, weight, measurements or value of the Cargo, but the Carrier has the liberty to have the contents inspected and the weight, measurements, or value verified. If on such inspection it is found that the declaration is not correct, it is agreed that a sum equal either to five times the difference between the correct figure and the freight charges, or to double the correct freight charges less the freight charged, whichever sum is less, shall be payable as liquidated damages to the Carrier for its inspection costs and losses of freight charges on other Cargo notwithstanding any other sum having been stated on this Non-Negotiable Bill of Lading as freight charges payable.

14.6. Despite the acceptance by the Carrier of instructions to collect freight charges or other monies from any other person in respect of the transport under this Non-Negotiable Bill of Lading, Carrier accepts no liability to do so and the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

### **15. Lien**

15.1. The Carrier shall have a lien on all of Merchant's Cargo and property, any documents relating thereto, in Carrier's possession, custody or control, for all sums owing to Carrier, for freight charges and any other amounts due under this Bill of Lading and for any other unpaid freight charges or other amounts due from the Merchant to the Carrier arising from the carriage of other goods or from any other transaction. The lien is a general lien, which shall survive delivery and extend to general average, contributions, and salvage. The lien shall also extend to the cost of recovering the sums due, including attorney's fees and other costs. The Carrier may exercise its lien at any time and any place in its sole discretion, whether contractual Carriage is completed or not. Carrier shall have the right to sell the Cargo and property by public auction or private sale, without notice to the Merchant. Any surplus from such sales shall be transmitted to Merchant and Merchant shall be liable for any deficiency in the sale.

15.2. If the Cargo is unclaimed after 30 days from date the Cargo is placed at the disposal of the Merchant, or whenever in the Carrier's judgment the Cargo will become deteriorated, decayed, or worthless, the Carrier may, at its discretion, and subject to its lien, and without any responsibility attaching to it, sell, abandon, or otherwise dispose of such Cargo at the sole risk and expense of the Merchant.

### **16. General Average**

The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature that may be made on it and shall provide such security as may be required by the Carrier in that connection.

### **17. Notice**

17.1. Unless the Merchant provides written notice to the Carrier of the general nature of any loss or damage to the Cargo at the time that the Carrier delivers the Cargo to the Merchant in accordance with Clause 13, such delivery by the Carrier is prima facie evidence of the Carrier's delivery of the Cargo in good order and condition.

17.2. Where the loss or damage is not apparent and/or latent, the same prima facie presumption shall apply if notice in writing is not given within 3 days after the day when the Cargo was delivered to the Merchant in accordance with Clause 13.

### **18. Time bar**

Subject to any compulsorily applicable international convention or national law, the Carrier shall be discharged of all liability unless suit is brought against the Carrier within twelve months from the date of delivery or the date on which the Cargo should have been delivered.

### **19. Partial Invalidity**

If any clause or a part thereof is held to be invalid, the validity of this Non-Negotiable Bill of

Lading and the remaining clauses or part(s) thereof shall not be affected and shall remain in full force and effect.

**20. Mandatory Venue, Jurisdiction, and Applicable Law**

Merchant agrees that all claims or disputes hereunder or questions arising out of the Carriage of Cargo shall be determined solely in the United States District Court for the Central District of California in Los Angeles, California, to the exclusion of all other courts, and the Merchant and Carrier each agree to submit to the personal jurisdiction of that court; *provided*, however, where the Vessel operator issues a bill of lading for the transportation of the Cargo that includes a mandatory venue clause for a mandatory venue other than the United States District Court for the Central District of California in Los Angeles, the Merchant expressly agrees to be bound by the mandatory venue clause of the Vessel operator's bill of lading for any claims, disputes, or questions that the Merchant has against the Carrier and any Subcontractor. Merchant agrees that equity and judicial efficiency require that a single action shall resolve all claims, disputes, or questions arising out of the Carriage of Cargo.

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**Rule Number: 9 FREIGHT FORWARDER COMPENSATION**

Carrier may pay compensation on ocean freight charges to base ports, on U.S. export cargo loaded subject to the terms and conditions noted in this Rule 9.

Carrier SHALL pay compensation only on the applicable ocean freight charges to base ports, on U.S. export cargo loaded, including heavy lift and extra length revenue, but excluding all other charges, except as provided below, ONLY WHEN NOTED IN INDIVIDUAL TRI's and subject to the following conditions and exceptions.

- A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.
- B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services: 1) The coordination of the movement of the cargo to shipside 2) The preparation and processing of the ocean Bill of Lading 3) The preparation and processing of dock receipts or delivery orders 4) The preparation and processing of consular documents or export declarations 5) The payment of the ocean freight charges on the cargo
- C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.
- D. Bills for compensation will not be honored unless presented to carrier within sixty (60) days of the date of clearance of vessel.
- E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.
- F. No compensation shall be paid to anyone at port or ports of destination.
- G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation based on the aggregate of all TRI's and charges applicable under this tariff, subject to the above conditions and exceptions.

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**Rule Number: 10 Sub Rule Number: SURCHARGES AND ARBITRARIES**

See following Sub-Rules:

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**Rule Number: 10 Sub Rule Number: 01 WAR RISK SURCHARGES**

In the event that threat, existence or continuance of any present or future war or warlike condition or hostilities or civil commotion or the existence of continuance of conditions or cessation or prohibition of intercourse (commercial or otherwise) between nations or measures taken by any Government or Governments which, in the opinion of the carrier indicates that there is a danger of any of the foregoing which may hinder the performance of its obligations due to the potential requisition, seizure or loss of any of the carrier's vessels, or any other cause whatsoever, whether similar or dissimilar, or which in the carrier's sole judgment may directly or indirectly result in the imposition upon the carrier of any undue financial or other hardship or burden in the performance of its obligations or in an increase in rates of freight charged for ocean transportation generally, or in this trade, the carrier reserves the right of imposing the below surcharge.

So far as cargo actually shipped may be concerned, the provisions of the carrier's Bill of Lading shall apply. This clause shall not affect or supersede any provision in any contract for carriage which permits the carrier to cancel such contract in the event of hostilities breaking out or threatening to break out.

NOT APPLICABLE

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**Rule Number: 10 Sub Rule Number: 02 BUNKER ADJUSTMENT FACTOR - BAF**

NOT APPLICABLE

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**Rule Number: 10 Sub Rule Number: 03 U.S. INLAND CONGESTION SURCHARGE**

NOT APPLICABLE

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**Rule Number: 10 Sub Rule Number: 04 CARGO MOVING IN TEMPERATURE CONTROLLED CONTAINER**

Not applicable

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**Rule Number: 10 Sub Rule Number: 05 HAZARDOUS INLAND**

Not applicable

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**Rule Number: 10 Sub Rule Number: 06 HAZARDOUS SURCHARGE**

USD\$300/20' & USD\$400/40' and other sizes

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**Rule Number: 10 Sub Rule Number: 07 SUEZ CANAL SURCHARGE**

Import Cargo to U.S. Ports and Points:

All cargo from/via US Ports or Points moving via the Suez Canal will be assessed following charges:

NOT APPLICABLE

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**Rule Number: 10 Sub Rule Number: 08 U.S. EXPORT DOCUMENTATION FEE**

Except as otherwise provided all U.S. Export shipments will be subject to the following:

NOT APPLICABLE

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**Rule Number: 10 Sub Rule Number: 09 DOCUMENT HANDLING FEE**

A. IN THE U.S.A. FOR IMPORTS TO AND EXPORTS FROM THE U.S.A.  
There will be a documentation handling fee per delivery order or per bill of lading, whichever produces the higher amount as indicated below.

For import shipments to the USA, the document handling fee will be charged on a collect basis and considered due and payable prior to freight release and shall be a condition thereto.

For export shipments from the USA, the document handling fee will be charged on a prepaid basis prior to issuance of the bill of lading. Document Handling Fee.

NOT APPLICABLE

**B. IN DESTINATION AND ORIGIN COUNTRIES (OTHER THAN THE U.S.A.)**

There will be a document handling fee per delivery order or per bill of lading (original or split), whichever produces the higher amount as noted below, to be charged on a prepaid or collect basis. Charges shall apply as per local tariffs in countries of Destination or Origin.

NOT APPLICABLE

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**Rule Number: 10 Sub Rule Number: 10 ISPS SURCHARGE / PORT AND TERMINAL SECURITY CHARGE**

The International Convention for Safety and Life at Sea (SOLAS) has established the International Ship and Port Facility Security Code (ISPS) regarding the improvement of vessel and port security against international terrorism.

This charge is associated with the Port and Terminal compliance with the ISPS Code. It is applicable to all cargo (import & export) and it is to be paid by the party paying the terminal handling charges (or other port/terminal charge). In the event such terminal handling charges are included in the freight or otherwise not itemized with the freight amount, the Port and Terminal Security Charge is payable by the party paying the freight.

Application: Dry and Reefer Cargo

Except as otherwise provided, containers loaded from and to United States ports to all destination ports and from all origin ports in the scope of this tariff, shall be subject to a Security Surcharge on the International Code on the Security of Ships and Port Facilities as follows:

NOT APPLICABLE

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**Rule Number: 10 Sub Rule Number: 11 ALAMEDA CORRIDOR**

Unless otherwise provided, all containers moving through the ports of Los Angeles, Long Beach or San Pedro that are contiguously transported by rail through or into Southern California to or from any rail ramp in Southern California, no matter move under service contract or tariff, shall be subject to the Alameda Corridor Surcharge in the following amounts.

NOT APPLICABLE

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**Rule Number: 10 Sub Rule Number: 12 - PEAK SEASON SURCHARGE (PSS) / GENERAL RATE INCREASE (GRI)**

Peak Season Surcharge (PSS) or General Rate Increase (GRI)

Carrier may from time to time assess a Peak Season Surcharge (PSS) or General Rate Increase (GRI) in specific trades for specific periods of time.

Except as otherwise specified in NRAs (See Tariff Rule No. 200) all cargo moving the trades specified below shall be subject to the Peak Season Surcharge (PSS) or General Rate Increase (GRI) specified.

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**Rule Number: 10 Sub Rule Number: 13 - RESERVED**

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**Rule Number: 10 Sub Rule Number: 14 EMERGENCY BUNKER**  
NOT APPLICABLE

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**Rule Number: 11 MINIMUM QUANTITY RATES**

When two or more TRIs (freight rates) are stated 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 TRI 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 TRI if the weight or measurement declared for rating purposes is increased to the minimum level.

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**Rule Number: 12 AD VALOREM RATES**

A. The liability of the Carrier as to the value of shipments at the TRI's herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading. B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated TRI's applying to the commodities shipped as specified herein. C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate.

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**Rule Number: 13 TRANSSHIPMENT**

NOT APPLICABLE

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**Rule Number: 14 CO-LOADING IN FOREIGN COMMERCE**

A. DEFINITION: For the purpose of this Rule Co-Loading means, pursuant to FMC Rule 46 CFR Part 520.11 (c), the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCC's for tendering to the ocean carrier under the name of one or more of the NVOCCs. B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCC's. C. When shipper's cargo is tendered for co-loading to other NVOCCs the tendering NVOCC shall be liable to the shipper to the full extent provided in its Bill of Lading (See Rule No. 8) and such Bill of Lading liability shall not be altered by co-loading. D. Shippers are responsible for payment of

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

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**Rule Number: 15 OPEN RATES IN FOREIGN COMMERCE**  
NOT APPLICABLE

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**Rule Number: 16 HAZARDOUS CARGO**

- A. These terms apply to all commodities which bear standard caution labels as required by the "Code of Federal Regulations".
- B. Dangerous Cargo consists of those commodities which are required by the "Code of Federal Regulations" to be confined to on deck stowage only. Such commodities shall be assessed the Cargo, NOS rate, unless otherwise provided.
- C. Hazardous Cargo consists of those commodities for which on deck stowage is not required and which may be stowed under deck in conformity with "Code of Federal Regulations". Such commodities shall be assessed the Cargo, NOS rate unless otherwise provided.
- D. Carrier will hold shipper(s) solely responsible for any penalties and/or damages resulting from failure to comply with the foregoing.
- E. All shipments tendered pursuant to this rule are subject to prior booking with the carrier and are governed by the International Maritime Dangerous Goods Code and Code of Federal Regulations Title 46 Part 146.25 and Title 49 Parts 100-199 and by International Maritime Dangerous Goods Code (IMCO) published by the Intergovernmental Maritime Consultative Organization, 101-103 Piccadilly, London, W1V, DAE, England and by International Maritime Dangerous goods code, issued by the International Maritime Organization (IMO).
- F. Included in the Foregoing are the regulations of the U.S. Department of Transportation set forth in 46 CFR 146.29, which specified that the following information requirements must accompany each shipment of hazardous goods from the U.S. 1.A 24 Hour Telephone Number It is required that the shipper provide on the shipper's document(e.g. the Bill of Lading), a 24- hour emergency telephone number of a person or organization in foreign countries and in the U.S., who had immediate access to, knowledge about the hazardous material and comprehensive emergency response and accident mitigation information for the material. The Carrier cannot accept shipments of chemicals and other hazardous materials which do not provide a 24-hour telephone number. 2.Emergency Response Measures to Accompany the Cargo The following emergency response information must accompany each hazardous materials shipment and be kept with the vehicle/vessel operator: - a description of the hazardous material - immediate health hazard information

and preliminary first aid measure - immediate precautions and methods of handling spills, leaks and fires, etc. 3.NOS Shipments Must Show Technical Name. NOS Descriptions of hazardous goods on the shipping paper must be accompanied by the chemical's technical name. Any fines or penalties incurred due to the failure of the shippers to conform to the regulations will be for the account of the shipper. In addition, the shipper shall indemnify and hold carrier harmless from and against any liability for damage to property, or person arising from the ocean or inland transportation and handling of hazardous cargoes, except where such liability is the exclusive fault of the carrier.

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**Rule Number: 17 GREEN SALTED HIDES IN FOREIGN COMMERCE**  
NOT APPLICABLE

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**Rule Number: 18 RETURNED CARGO IN FOREIGN COMMERCE**  
NOT APPLICABLE

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**Rule Number: 19 SHIPPERS REQUESTS IN FOREIGN COMMERCE:**

A. Shippers may transmit requests, consultations and complaints to: Dedola Global Logistics. 3822 Katella Av. Los Alamitos, CA 90720 Tel: (562) 594 8988 Fax: (562) 594 6704. B. As used in this rule, the phrase "request and complaint" means any communication requesting a change in tariff rates, rules or regulations; objecting to rate increases or other tariff changes; and protects 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. C. Shippers' request for rate action must include at least the following information: - Shipper's Name/Address/Telephone Number - Commodity Description - Port/Point of Loading - Port/Point of Discharge - Cargo Quantity - Shipment Date

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**Rule Number: 20 OVERCHARGE CLAIMS**

- (a) Overcharge claims based upon alleged errors in cargo description, weight or cubic measurement or tariff application must specifically describe the error and reasons therefor. Claims will be considered only upon submission of documentation sufficient to enable carrier to ascertain the merit of the claim. Such documentation must include either a copy of the commercial invoice clearly identifiable as pertaining to the shipment in dispute; or in the case of non-commercial transactions, an inventory transfer document or a warehouse receipt. In the case of shippers who are acting as common carriers under either the interstate commerce act or shipping act the documentation must also include, in addition to the documents described above, copies of all bills of lading issued by such a common carrier which comprise the shipment in dispute.
- b) Shippers or consignees may file a claim seeking the refund of freight overcharges in the form of a complaint with the Federal Maritime Commission, Washington, D.C., 20573, pursuant to section 11, Shipping Act of 1984, as amended by O.S.R.A. 1998 (46 U.S.C. 1710). Such claims must be filed within three years of the date the vessel sails or the date the disputed charges are paid, whichever is later.
- (c) Claims for freight rate adjustments filed in writing shall be acknowledged by the carrier within 20 days of receipt by written notice to the claimant of all governing tariff provisions and claimant's rights under the Shipping Act of 1984, as amended by O.S.R.A. 1998.

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**Rule Number: 21 USE OF CARRIER EQUIPMENT**

Carrier provides no equipment of its own. Except as otherwise provided, Free Time allowed and Detention Charges assessed will be for the account of the cargo and applied in accordance with the provisions of the underlying Vessel Operating Common Carrier Tariff and Equipment Interchange Agreements.

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**Rule Number: 22 AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE**  
 NOT APPLICABLE

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**Rule Number: 23 CARRIER TERMINAL RULES AND CHARGES**

Carrier does not operate terminals at origin or destination. Except as otherwise provided in TRI's, all shipments will be subject to the origin and destination terminal charges assessed by the underlying ocean carrier, including demurrage charges, whose vessel will be clearly identified on bills of lading.

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**Rule Number: 23 Sub Rule Number: 01 DESTINATION TERMINAL HANDLING CHARGES**

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

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**Rule Number: 24 NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS**

A. Bonding of NVOCC / FMC Organization Number IT1445NVO

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

2. Bond No. IT1445NVO

3. Issued By: Navigators Insurance Company  
1375 East Woodfield Road, Ste 720  
Schaumburg IL 60173

B. Agent for Service:

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable. Carrier is domiciled in the U.S. (See Title Page and/or Tariff Record).

2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.

3. Service of administrative process, other hand subpoenas, may be affected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

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**Rule Number: 25 CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE**

If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC. A copy of the tariff rule published by the NVOCC and in effect under 46 CFR Part 520 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

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**Rule Number: 26 TIME/VOLUME RATES IN FOREIGN COMMERCE**

NOT APPLICABLE

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**Rule Number: 27 LOYALTY CONTRACTS IN FOREIGN COMMERCE**

NOT APPLICABLE

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**Rule Number: 28 DEFINITIONS**

ALL INCLUSIVE (AI) - Rates shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin

or Destination Terminal Charges) and not including Customs clearance assessments or Forwarding Charges, except as provided. NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo or merchant. CARGO, N.O.S. means articles not otherwise specified in individual tariff rate items of this tariff.

CARRIER'S TERMINAL means the place Carrier receives, or delivers loaded and empty containers, assembles, holds or stores its containers.

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

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

CONTAINER FREIGHT STATION (CFS) - (Service Code S) - a) At Origin - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent. b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.

CONTAINER LOAD - (CL) - Means all cargo tendered to carrier in shipper-loaded containers. CONTAINER YARD - The term Container Yard (CY) (Service Code Y), means the location where carrier receives or delivers cargo in containers.

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

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

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

KNOCKED DOWN (KD) - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 33 1/3 percent from its normal shipping cubage when set up or assembled.

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

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

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

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

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

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

NESTED SOLID - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the

one below and each upper article will not project above the next lower article more than one-half inch.

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

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

PUBLISHING CARRIER - means MTI WORLDWIDE LOGISTICS CORPORATION., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC Organization No. 017073

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

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

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

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

VALUE means the actual invoice value of the commodity at time of shipment which must be stated upon the Bill of Lading.

WEIGHT TON means 1000 kilos.

WORKING DAY means that period of each calendar day, except Saturdays, Sundays and Holidays from 8:00 A.M. to 5:00 P.M.

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**Rule Number: 29 ABBREVIATIONS, CODES AND SYMBOLS; EXPLANATION OF ABBREVIATIONS**

Ad Val	Ad Valorem
AI	All Inclusive
BF	Board Foot or Board Feet
B/L	Bill of Lading
BAF	Bunker Adjustment Factor
BM	Board Measurement
CAF	Currency Adjustment Factor
CBM, CM or M3	Cubic Meter
CC	Cubic Centimeter
CFS	Container Freight Station
CFT	Cubic Foot or Cubic Feet
CLD	Chilled
CM	Centimeter
CU	Cubic
CWT	Cubic Weight
CY	Container Yard
D	Door
DDC	Destination Delivery Charge
E	Expiration Etc. Et Cetera
FAK	Freight All Kinds
FAS	Free Alongside Ship
FB	Flat Bed
FCL	Full Container Load
FEU	Forty Foot Equivalent Unit
FI	Free In
FIO	Free In and Out
FIOS	Free In, Out and Stowed

FO	Free Out
FOB	Free On Board
FMC	Federal Maritime Commission
FR	Flat Rack
Ft	Feet or Foot
GOH	Garment on Hanger
H	House
HAZ	Hazardous
K/D	Knocked Down
KDF	Knocked Down Flat
Kilos	Kilograms
K/T	Kilo Ton
LCL or LTL	Less than Container Load
LS	Lump sum
L/T	Long Ton (2240 Lbs)
M	Measure
Max	Maximum
MBF or MBM	1,000 Feet Board Measure
Min	Minimum
MM	Millimeter
N/A	Not Applicable
NRA	Negotiated Rate Arrangements
NHZ	Non-Hazardous
NOS	Not otherwise specified
OT	Open Top
P	Pier
Pkg	Package or Packages
PRC	People's Republic of China
PRVI	Puerto Rico and U.S. Virgin Islands
R	Reduction
RE	Reefer / Refrigerated
R/T	Revenue Ton
RY	Rail Yard
SL&C	Shipper's Load and Count
Sq. Ft	Square Foot or Square Feet
S/T	Short Ton (2000 lbs.)
SU or S/U	Set Up
TEU	Twenty Foot Equivalent Unit
THC	Terminal Handling Charge
TRI	Tariff Line Item or Rate

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**Rule Number: 30 ACCESS TO TARIFF INFORMATION**

The official version of this tariff is available at the location shown at the F.M.C.'s website at [www.fmc.gov](http://www.fmc.gov) under Form FMC-1. Interested parties may contact Dedola Global Logistics at:

DEDOLA GLOBAL LOGISTICS  
3822 KATELLA AVENUE  
LOS ALAMITOS, CA 90720  
UNITED STATES  
Tel: 562-594-8988

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**Rule Number: 31 SEASONAL DISCONTINUANCE**  
NOT APPLICABLE

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**Rule Number: 32 FORCE MAJEURE**

Nothing in this tariff shall require Carrier to receive, deliver, transport, or arrange for the transportation of goods when conditions prevent it from doing so because of fire, Acts of God, acts of war, riots, civil commotions, strikes, lockouts, stoppages or restraint of labor or other labor disturbances, and orders of civil or military authority.

In any situation whatsoever, no matter how or when caused, which in the judgment of the Carrier and/or the Ocean Carrier, and/or Inland Carrier, Master and any person charged with the transport or safekeeping of the Goods, has given or is likely to give rise to danger, injury, loss, delay, or disadvantage of whatsoever nature, the Carrier may refuse to or discontinue transport of the Goods or take any action which is necessary or advisable in the sole discretion of Carrier, Ocean Carrier and Inland Carrier, including, but not limited to, terminating the transportation of the Goods and tendering them to a third party carrier or warehouseman at the expense of Merchant. The Merchant shall reimburse the Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to subsection (A), including delay or expense to the Vessel, and the Carrier shall have a lien upon the Goods to that extent. (B) The Carrier, in addition to all other liberties provided for in this Section, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestion, anything is done or is not done, the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

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**Rule Number: 33 GOVERNING TARIFFS**  
NOT APPLICABLE

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**Rule Number: 34 MILITARY CARGO TERMS**  
NOT APPLICABLE

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**Rule Number: 35 PROJECT RATES**

PROJECT Rates are filed as per specific projects on a project by project basis.

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**Rule Number: 36 MISDECLARATION**

MISDECLARATION OF CARGO

MISDESCRIPTION, UNDERMEASUREMENT, UNDERWEIGHTS OR  
INACCURATE PIECE COUNT

GENERAL

The shipper warrants the accuracy of the description of its goods in its commercial invoices and the bills of lading. If such description proves to be inaccurate, the shipper, consignee, and/or owner of the goods will be jointly and severally liable for payment of the correct freight less any freight actually paid on said goods.

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**RULE 36 SUB-RULE 01 MISDECLARATION OF CARGO - ASIA TO NORTH AMERICA**

1. The Carrier will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by shippers. Such assessment is subject to the terms and conditions of the Carrier's bill of lading. Notwithstanding the foregoing, the Carrier may arrange at the port of destination for the verification of the description, measurement or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained will be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.
2. If the gross weights and/or measurements declared by the shippers are less than those ascertained by the sworn measures and if the shippers, by notification to the sworn measures within seven (7) days of the vessel's sailing from base port of lading or, the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight will be assessed provisionally on the sworn measurer's figures and subsequently adjusted, if necessary, after an outturn reweighing, remeasuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the shippers, remeasuring and/or resurveying will be for the account of the cargo.

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**RULE 36 SUB-RULE 02 MISDECLARATION OF CARGO - USA TO ASIA**

1. Shipper warrants that all documents and other information provided to the Carrier by the shipper or its gents, which may affect the applicable freight or other charges are accurate. Such documents and/or information include, but are not limited to:

- a. Description of goods;
  - b. Weight, measurement, piece or package count or other form of freighting provided in the service contract or tariff for the cargo;
  - c. Bills of lading;
  - d. Export declaration;
  - e. Container manifest, packing or shipping list, invoice, or similar document;
  - f. Any other document or information required by the service contract, governed rate tariff, or applicable law.
2. The Carrier may open any container packed by or on behalf of the shipper in order to verify the description, weight and quantity of the goods stated by the shipper to be contained therein and the shipper's compliance with the Carrier's rules and rates. The Carrier will have no responsibility or liability for any loss of or damage to the goods or delay in their shipment or delivery arising out of or resulting from such verification, whether or not the description, weight or quantity of the goods has been correctly stated by the shipper. The container will be re-sealed with the Carrier's seal and a notification of such inspection shown on the bill of lading or by other notification to the shipper.
  3.
    - a. The shipper of any shipment whose cargo upon inspection is found by the certified inspector not to have been correctly described, weighed, or measured, or counted, will be re-billed for any freight due based upon the certified inspector's service.
    - b. Shipments will normally be inspected at origin. However, when the Carrier operations do not permit such inspection, the Carrier may inspect the cargo at destination either at the Carrier's facility or at consignee's premises. If the inspection is performed at consignee's premises and the consignee interferes, obstructs, or refuses to permit such inspection, the shipper will be required to pay liquidated damages in lieu of all other charges named herein, based on the greater of:
      - i. The applicable cargo nos rate, at the declared weight, measure or piece count; or
      - ii. US\$2,000, in addition to all other charges declared by the shipper, but not verified by the carrier.
  4. Shipper will be required to pay to the Carrier or its agent any additional freight and charges. The shipper will also pay liquidated damages as follows:

- a. If the additional freight due is less than two (2) percent of the correct freight and charges, then no liquidated damages will be assessed.
  - b. If the additional freight due is two (2) percent but less than five (5) percent of the correct freight and charges, then liquidated damages of three (3) times the additional freight due will be assessed.
  - c. If the additional freight due is five (5) percent or more of the correct freight and charges, then liquidated damages of five (5) times the additional freight will be assessed.
  - d. Any shipper who has been assessed liquidated damages under the provisions herein within the past six months and who has a second discrepancy which would normally be subject to section 4.b will instead be subject to the provisions of 4.c
5. For the purpose of this rule, the term "certified inspector" will extend only to those certified inspectors which have been duly appointed as such by the Carrier.
  6. In addition to any other additional freight and charges due and liquidated damages, the shipper will also pay the following:
    - a. Where discrepancies resulting in additional freight due arise from an inspection which does not require the container to be unloaded a charge of US\$60 will be assessed against the shipper.
    - b. Where discrepancies resulting in additional freight due arise from an inspection which requires complete or partial unloading and reloading of a container, the shipper will be responsible for the costs of such inspection. For the purposes of calculating such costs, the Carrier will charge US\$27 W for ordinary cargo, and US\$35 W for refrigerated cargo on the cargo actually handled. The minimum charge for inspection will be US\$270 for ordinary cargo, and US\$350 for refrigerated cargo.
    - c. If the shipper does not agree with the findings of certified inspector at origin, the shipper may request that an inspection at destination be performed by a certified inspector. If an inspection results in the shipper owing no additional freight or charges, the cost of the inspection will be for the account of the Carrier and any freight due bills, liquidated damages or inspection fees previously assessed on the shipment will be cancelled or if paid, refunded. If such an inspection confirms in whole or part the findings of the certified inspector at origin, the shipper will be responsible for additional freight due and liquidated damages based on the destination on the shipment. If, at shipper's option, the inspection is performed at consignee's premises and the consignee interferes, obstructs, or refuses to permit such inspection, the inspection performed at origin will be considered as true and correct.
  7. In all cases, the shipper, consignee, and/or owners of the goods will, in addition to any other liability under applicable law, or

under provisions in the Carrier's bill of lading, be jointly and severally liable for the correct freight charges and any liquidated damages, penalties, or inspection charges that may be assessed.

8. All charges due as a result of any regular inspection program administered by the Carrier under this rule, will be billed and collected by the Carrier directly from the party responsible for payment of such charges. The Carrier assigns all rights in connection with the assessment and collection of such charges to the Carrier.

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**Rule Number: 100 INTERMODAL SAFE CONTAINER TRANSPORTATION ACT OF 1992**

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.

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**Rule Number: 101 FOOD AND DRUG ADMINISTRATION (FDA) REGULATIONS ON FOOD**

A. Prior Notice and Registration Requirements.

Pursuant to regulations effective December 12, 2003 (see 21 C.F.R. Parts 1 and 20), the FDA must be provided with notice of food that is imported or offered for import into the United States (i.e., the continental U.S., Alaska, Hawaii and Puerto Rico) by water at least eight (8) hour prior to vessel arrival. The term "food" means: (i) articles used for food or drink for man or other animals (ii) chewing gum; and (iii) articles used for components of food or chewing gum (see 21 U.S.C.321(f)). However, the term does not include meat products, poultry product and eggs products that are subject to the exclusive jurisdiction of the U.S. Department of Agriculture. In addition to prior notice of food shipments, the new FDA regulations require that U.S. and foreign facilities which are engaged in the manufacturing/processing, packing, or holding of food for consumption in the United States ("subject facilities") register with the FDA.

B. Responsibility for Prior Notice and Registration.

It shall be the responsibility of the shipper and/or consignee named in Carrier's bill of lading (hereinafter collectively referred to as the "Cargo Interests"), to see that prior notice of any shipment of food (as that term defined in Paragraph A) imported or offered for import in the U.S. is provided to the FDA in accordance with applicable regulations and that any subject facility (other than a facility of Carrier) which has manufactured, processed, or held such food shipment has registered with the FDA in accordance with applicable regulations.

C. Evidence of Compliance.

With respect to any food shipment for which a prior notice confirmation number ("PN Number") is required to be provided to the Bureau of Customs and Border Protection ("CBP"), or any other government agency upon arrival, it shall be the responsibility of Cargo Interests to ensure that such PN Number has been provided to the required agency(ies) and persons prior to vessel arrival. In addition, Cargo Interest shall be required to provide Carrier with the PN Number immediately upon written request of Carrier.

D. Failure to Comply.

1. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility to register with the FDA, it is expected that notice of refusal will be provided to Carrier by the FDA and/or Carrier will use best efforts to promptly transmit the notice received from the authorities to the Cargo Interest who shall be responsible for transmitting such notice to other persons with an interest in the cargo. Carrier shall not be liable for any delay in the transmission of, or failure to transmit, such notice or any consequences therefrom.

2. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility (other than a subject facility of Carrier) to register with the FDA, or if it is determined that cargo which should have been refused entry has been permitted to enter the United States, then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and refund the Carrier (and by booking a shipment with Carrier do t agree to indemnify, hold harmless and reimburse Carrier for any and all costs, expenses, liabilities, damages, or costs incurred by the Carrier as a result of such non-compliance including, but not limited to, costs of complying with instructions and directions of FDA and/or CBP, costs for handling and/or storing cargo, demurrage, subsequent transport of the cargo by any mode of transportation, and fines and penalties. The Carrier shall have a lien on cargo in its possession and any amounts due hereunder and may hold cargo until such freights (and any other unpaid freights or charges) are paid in full on such cargo after a reasonable period. In the event the Carrier is forced to take legal action to collect amounts due hereunder, or to defend any action resulting from actions or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also extend to its agents, affiliates, contractors employees, vessel-sharing partners, slot charterers, owners, and insurers.

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**Rule Number: 102 USDA GOVERNMENT INSPECTIONS (APHIS - WOOD PACKING MATERIALS)**

FOOD AND DRUG ADMINISTRATION ("FDA") REGULATIONS ON U.S. FOOD  
The U.S. Department of Agriculture Animal and Plant Health  
Inspection Service ("APHIS") has issued revised regulations regarding  
treatment, marking, and other requirements with respect to solid wood  
packing materials, regulated wood packaging materials, and other wood  
articles imported into the United States. See, 7 CFR Part 319.

These revised regulations took effect on September 16, 2005.  
It is jointly the responsibility of the shipper and consignee on any  
shipment subject to this tariff to ensure full compliance with these  
and any other applicable regulations. Any costs incurred by the  
Carrier, including the cost of any inspection, detention, unloading,  
re-stuffing, re-exportation, or other action taken by the Carrier, as  
a result of a Shipper's fail to comply with APHIS regulations  
regarding the importation of logs, lumber, other unmanufactured wooden  
articles, and solid wood packing material or regulated wood packing  
material where in actual use as packing for regulated or non-regulated  
article or imported as cargo) into the United States, shall be the  
responsibility, jointly and severally, of the Shipper and Consignee  
and shall be paid to the Carrier prior to the release of the cargo  
to the Consignee.

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**Rule Number: 200 NEGOTIATED RATE ARRANGEMENT (NRA)**

1. Carrier DEDOLA GLOBAL LOGISTICS may, in lieu of publishing a tariff  
rate, enter into a Negotiated Rate Arrangement ("NRA") with any NRA  
Shipper. The NRA shall contain the following elements:

- (a) be in writing;
- (b) contain the legal name and address of the parties and any  
affiliates; and contain the names, title and addresses of the  
representatives of the parties agreeing to the NRA;
- (c) be agreed to by both NRA shipper and NVOCC, prior to the date on  
which the cargo is received by the common carrier or its agent  
(including originating carriers in the case of through transportation)  
or booking of cargo by the NRA Shipper with Carrier which will  
constitute acceptance by the NRA Shipper of the NRA offer;
- (d) clearly specify the rate and the shipment or shipments to which  
such rate will apply; and (e) may not be modified after the time the  
initial shipment is received by the carrier or its agent (including  
originating carriers in the case of through transportation).

2. Carrier will assign each NRA a unique NRA number. Every bill of  
lading which is issued by Carrier to which an NRA does apply, shall  
state on the front thereof: "This bill of lading shall be rated in  
accordance with NRA No. \_\_\_\_\_ entered into between Shipper and  
Carrier."

3. Carrier shall maintain records of each NRA in accordance with FMC  
Regulations, 46 CFR 532.7.

4. Carrier's governing rules tariff is provided to shippers at [www.dedola.com](http://www.dedola.com) in compliance with FMC Regulations as provided in 46 CFR 532.7.

5. An NRA shall always take precedence over a tariff rate for the same commodity.

6. All rates agreed in an NRA, unless clearly stated to be all-inclusive, shall be subject to surcharges and accessorial as published in Carrier's governing tariff rules. The surcharges and accessorial that will be applied to each NRA are those that are in effect as of the date the first shipment under each NRA is received by Carrier, and such surcharges and accessorial may remain fixed at that level for the period the NRA is in effect if the parties shall so agree.

NOTE: Carrier offers rates and terms through Negotiated Rate Arrangements (NRAs). See Rule No. 200 herein