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A.N. Deringer, Inc.

NVOCC SERVICE ARRANGEMENTS (NRA/NSA) Rules Tariff

Organization: 004899

License No.: 001853

NOTICE TO TARIFF USERS

Carrier has opted to be exempt from rate tariff publication requirements pursuant to 46 C.F.R 520 and 532. Carrier has opted for the exclusive use of Negotiated Rate Arrangements (“NRA”) and NVOCC Service Arrangements (“NSA”).

As used herein the term “Customer” refers to the Shipper, Consignee or owner of the Goods who engaged Carrier’s services pursuant to an NRA or NSA.

Negotiated Rate Arrangements (“NRA”): An NRA is a written and binding arrangement between Customer or agent thereof, on the one hand, and Carrier, on the other, to provide specific transportation service for a stated cargo quantity, from origin to destination, on and after receipt of the cargo by Carrier or its agent (originating carrier in the case of through transportation). The booking of cargo after receiving the terms of the NRA or NRA amendment constitutes acceptance of the rates and terms of the NRA or NRA amendment and binds the parties. Carrier's or Carriers' agent's receipt of the cargo for this shipment constitutes final acceptance of the offer, and the terms of the NRA binds the parties. All applicable origin and destination local terminal and/or port charges apply to all NRAs. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). Service under an NRA is subject to this rules tariff unless otherwise indicated.

NVOCC Service Arrangements (“NSA”): An NSA is a written contract, between Customer or agent thereof, on the one hand, and Carrier, on the other, in which Shipper or Consignee makes a commitment to provide a certain minimum quantity or portion of cargo or freight revenue over a fixed time period, and Carrier commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party. Please note that NSAs must have a minimum volume, a fixed time period, agreed rates and a defined service level. NSA can contain provisions in the event of non-performance, such as liquidated damages, if Customer fails to meet a minimum volume commitment. NSAs must be agreed in writing between the Carrier and Customer or agent thereof. NSAs can be amended by mutual agreement. Service under an NSA is subject to this rules tariff unless otherwise indicated.

RULE 1 Scope

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

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

All Ports and Interior Points in the following areas:

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

American Samoa	Midway Islands	Puerto Rico
Guam	Northern Mariana	Virgin Islands
Johnson Atoll	Islands	Wake Islands

B. WORLDWIDE PORTS AND POINTS

All Ports and Points in the following Areas:

Afghanistan	Barbados	Burma	Comoros
Albania	Belgium	Burundi	Congo
Algeria	Belize	Cambodia	Cook Island
Andorra	Benin	Cameroon	Costa Rica
Angola	Bermuda	Canada	Cyprus
Anguilla	Bolivia	Cape Verde	Czech Republic
Antigua and	Bosnia-	Cayman Islands	Denmark
Barbuda	Herzegovina	Central African	Djibouti
Aruba	Botswana	Republic	Dominica
Argentina	Brazil	Chad	Dominican
Australia	British Virgin	Chile	Republic
Austria	Islands	China, Republic	Ecuador
The Bahamas	Brunei	of	Egypt
Bahrain	Bulgaria	Christmas Island	El Salvador
Bangladesh	Burkina	Colombia	Equatorial Guinea

Ethiopia	Kiribati	Nicaragua	St. Pierre and
Eritrea	Korea,	Niger	Miquelon
Falkland Islands	Democratic	Nigeria	St. Vincent and
Faroe Islands	People's Republic	Niuq	the Grenadines
Federated States	Kuwait, Republic	Norfolk Island	Sudan
of Micronesia	Of	Norway	Suriname
Fiji	Laos	Oman	Swaziland
Finland	Lebanon	Pakistan	Sweden
France	Lesotho	Panama	Switzerland
French Guiana	Liberia	Papua New	Syria
French Polynesia	Liechtenstein	Guinea	Taiwan
Gabon	Luxembourg	Paraguay	Tanzania, United
Gambia	Macau	Peru	Republic Of
Germany Ghana	Macedonia	Philippines	Thailand
Gibraltar	Madagascar	Pitcairn Islands	Timor-Leste
Greenland	Malawi	Poland	Togo
Grenada	Malaysia	Qatar	Tonga
Guadeloupe	Maldives	Reunion	Trinidad and
Guatemala	Malta	Romania	Tobago
Guernsey	Man, Isle of	Rwanda	Trust Territory of
Guinea	Marshall Islands	San Marino	the Pacific
Guinea-Bissau	Martinique	Sao Tome and	Tunisia
Guyana	Mauritania	Principe	Turkey
Haiti	Mauritius	Saudi Arabia	Turks and Caicos
Honduras	Mayotte	Senegal	Islands
Hong Kong	Mexico	Seychelles	Tuvalu
Hungary	Monaco	Sierra Leone	Uganda
Iceland	Mongolia	Singapore	Ukraine
India	Montenegro	Slovakia	United Arab
Indonesia	Montserrat	Solomon Islands	Emirates
Iraq	Morocco	South Africa	United Kingdom
Ireland	Mozambique	South Korea	Uruguay
Israel	Nambia	South Sudan	Vanuatu
Italy	Naurua	Spain	Vietnam Western
Ivory Coast	Nepal	Sri Lanka	Sahara
Jamaica	Netherlands	St. Helana	West Samoa
Japan	Netherlands	St. Kitts and	Zaire
Jersey	Antilles	Nevis	Zambia
Jordan	New Caledonia	St. Lucia	
Kenya	New Zealand		

C. LOCATION GROUPS

<u>Group Name</u>	<u>Code</u>	<u>Type</u>	<u>Origin/Destination</u>
Worldwide-USA	WWUSA	Scope	Origin
USA- WORLDWIDE	USAWW	Scope	Destination
U.S. Origin Ports	USOP	Port	Origin
Worldwide Origin Ports	WWOP	Port	Origin
US Destination Ports	USDP	Port	Destination
Worldwide Destination Ports	WWDP	Port	Destination
U.S. Origin Inland Cities	USOIC	City	Origin
U.S. Destination Inland Cities	USDIC	Port	Destination
Worldwide Inland Cities	WWDIC	Port	Destination

D. SUBSTITUTED SERVICE (ALTERNATE PORT SERVICE)

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

Carrier will provide through intermodal service via all combination of air, barge, motor and rail service. Intermodal Rates will be shown either as single-factor through rates as specified in individual TLI's, NRAs or NSAs or combination through rates constructed by the addition of applicable inland factors. Carrier's liability will be determined in accordance with the provisions indicated in its Bill of Lading.

RULE 2 Application of Rates and Charges

2.1 Rates apply on either a per container or weight/measurement basis. Except as provided in an individual TRI, NRA or NSA whenever ocean freight and assessorial charges are

assessed on a weight/measurement basis, same shall be assessed on the gross weight or the overall measurement of the cargo, whichever computation produces the greater revenue to the Carrier. As used in the context of weight/measurement rates, rate references to “W” and “M” apply to 1,000 Kilos and 1 cubic meter, respectively.

2.2 Rates are either “port,” “ramp,” “CY,” “CFS” or “door.”

With respect to rates at origin:

Rates that are “port” at origin apply from the ocean terminal at the port of loading.

Rates that are “ramp” or “CY” at origin apply from the inland rail carrier’s ramp at the place of receipt of the cargo by Carrier.

Rates that are “door” at origin apply from the location at which the container is stuffed and at which Carrier takes possession of the cargo.

Rates that are “CFS” at origin apply from the carrier’s CFS warehouse at the place of receipt of the cargo by Carrier.

All transportation of cargo prior to the point at which Carrier’s rates begin to apply as set forth above shall be at the risk and expense of Merchant.

With respect to rates at destination:

Rates that are “port” at destination apply to the ocean terminal at the port of discharge.

Rates that are “ramp” or “CY” at destination apply to the inland rail carrier’s ramp at the place of delivery.

Rates that are “door” at destination apply to Merchant’s facility at the place of delivery.

Rates that are “CFS” at origin apply from the carrier’s CFS warehouse at the place of receipt of the cargo by Carrier.

All transportation of cargo subsequent to the point at which Carrier’s rates cease to apply as set forth above shall be at the risk and expense of Merchant.

2.3 Packages containing articles of more than one description shall be rated based on the rate provided for the highest rated article contained therein.

2.4 Rates do not include Marine Insurance or Consular Fees.

2.5 Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with any manifest or other information that is presented to U.S. or foreign governmental agencies as may be required for import/export purposes. Trade names are not acceptable commodity descriptions and Merchants are required to declare their commodity by its generally accepted generic or common name and the relevant Harmonized Tariff Schedule of the United States (HTSUS).

2.6 Unless otherwise specified, when the rates in this Tariff are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading

as indicated on the Commercial Invoice, the Custom Entry, the Import/Export declaration/entry 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.

2.7 The rates shown in this Tariff except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

2.8 Except as otherwise provided, rates apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S., Refrigerated Cargo, N.O.S. rate will apply (for definition of Dangerous/Hazardous Cargo, N.O.S., See Rule 14).

2.9 Any Tollage, Wharfage, Handling, and/or other charges assessed against the cargo (1) in connection with storage, handling and receipt of cargo before loading on the vessel; by the (2) Ports of Loading/Discharge; and (3) by Governmental Authorities will be for the account of the cargo.

2.10 Diversion of Cargo

A Diversion charge of \$ 100.00 will be assessed for 40" Cargo

2.11 Security Charge

A SECURITY CHARGE WILL APPLY AS FOLLOWS: \$ 50.00

RULE 3 Rate Applicability Rule

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

RULE 4 Minimum Bill of Lading Charges

Except as otherwise specifically provided by tariff, Negotiated Rate Arrangement or contract, the minimum charge for a single shipment from one shipper to one consignee shall be the freight and charges applicable to one ton or one cubic meter, whichever produces the most revenue to Carrier.

RULE 5 Payment of Freight Charges

5.1 All freight and charges to destination shall be considered earned and shall be payable by Merchant, without refund or offset in whole or in part, upon receipt of the goods by Carrier or its agent.

5.2 Except as indicated in individual rate publications or contracts, all rates and charges in this tariff must be paid in U.S. currency. Collect shipments can be accepted only by prior

agreement in which case the rate of exchange in effect on the day of receipt of cargo by carrier, in accordance with Rule 3, shall apply.

5.3 The Shipper, Consignee, holder of the bill of lading, owner of the goods any party claiming an interest in the goods, and their respective principals shall be liable jointly and severally for all unpaid charges payable on account of a shipment or any prior shipment including, but not confined to, sums advanced or disbursed by Carrier on account of such shipment.

RULE 6 Bill(s) of Lading

Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only. These provisions constitute a contract between Merchant and Carrier and may be used by Carrier only with the consent of the National Customs Brokers and Forwarders Association of America, Inc.

(1) CLAUSE PARAMOUNT:

All Carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "COGSA"). All Carriage to and from other States shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to Carriage of goods by inland waterways and reference to Carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of Carrier or Carrier's agents.

(2) DEFINITIONS:

2.1 "Ship" means the vessel named in this Bill of Lading, or any conveyance owned, chartered, towed or operated by Carrier or used by Carrier for the performance of this contract.

2.2 "Carrier" means **A. N. Deringer, Inc.** on whose behalf this Bill of Lading has been signed.

2.3 "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons, including but not limited to agents, servants, independent contractors, non-vessel-operating common carriers and freight forwarders.

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

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

2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

2.7 "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well.

2.8 "Carriage" means the whole or any part of the operations and services whatsoever undertaken by the Carrier with respect to the Goods covered under this Bill of Lading;

2.9 "Place of Delivery" means the place where the Carrier has contracted to deliver the Goods when such place is other than the Port of Discharge.

2.10 "Place of Receipt" means any place where the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading.

2.11 "Port of Loading" means a port or place where the Goods are loaded onto the Vessel for Carriage.

2.12 "Port of Discharge" means a port or place where the Goods are discharged from the Vessel.

2.13 "Sub-Contractor" includes sea, water, rail, road, air or other transport operators or carriers, stevedores, terminal operators, warehousemen, and any independent contractors or agents employed by the Carrier in performance of the Carriage and any Subcontractor thereof.

(3) SUBCONTRACTING:

Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or Carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every servant, agent, Subcontractor (including sub-Subcontractors), or other person whose services have been used to perform this contract shall be entitled to the rights, exemptions from, or limitations of, liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants, agents, Subcontractors, or other persons who shall be deemed to be parties to this contract.

(4) ROUTE OF TRANSPORT:

Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes. Without notice to the Shipper, Carrier has liberty and discretion to consolidate the Goods with other cargo; transfer the Goods from one conveyance to another, including transshipment or carrying on a vessel other than the Ship set forth on this Bill of Lading, or any other means of transport whatsoever; carry the Goods on or under deck; to choose or substitute the method, means, route, mode and procedure to accomplish the Carriage; and to comply with any orders or recommendations given by any government or

authority or any Person or body purporting to act as or on behalf of such government or authority or having, under the terms of the insurance on any conveyance employed by the Carrier, the right to give orders to directions. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

(5) HINDRANCES AFFECTING PERFORMANCE:

5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.

5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient, or (b) deliver the goods at the Place of Delivery.

In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

5.4 Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the Carriage or handling of the goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or person having, under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract of Carriage and shall not be a deviation.

(6) BASIC LIABILITY:

6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage. In no event shall Carrier be responsible for loss or damage to the Goods occurring before Carrier's receipt of goods or after the delivery of the goods to Merchant or its designee.

6.2 If it is established that the loss of or damage to the goods occurred during sea Carriage or during Carriage by land in the United States, liability shall be governed by the

legal rules applicable as provided in Section 1 of this Bill of Lading.

6.3 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea Carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions: cannot be departed from by private contract to the detriment of Merchant, and would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

6.4 If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Section 6.2 above.

6.5 Carrier does not undertake that the goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

6.6 Carrier shall not be liable for any loss or damage arising from:

- (a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge,
- (b) compliance with the instructions of any person authorized to give them,
- (c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant,
- (d) inherent vice of the goods or concealed damage to or shortage of goods packed by Merchant,
- (e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed,
- (f) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads,
- (g) fire, unless caused by actual fault or privity of Carrier, any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

6.7 When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid.

6.8 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

6.9 Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country.

6.10 Merchant has duty to defend and indemnify Carrier against any and all claims by a third party or assignee of Merchant which imposes or attempts to impose upon Carrier any liability in connection with the Goods other than or in excess from that as provided herein, whether or not arising from negligence of Carrier, its Subcontractors, servants or agents.

(7) COMPENSATION FOR LOSS AND DAMAGE:

7.1 Unless Merchant declares a higher value as provided at Clause 7.6, Carrier's liability is limited as follows: (a) for loss or damage occurring during any portion of the Carriage governed by COGSA by force of law, Carrier's liability is limited to a maximum of \$500 per package of the portions of Goods adversely affected, or for Goods not shipped in packages, per customary freight unit; (b) for loss or damage occurring during any portion where COGSA is otherwise incorporated herein but is not applicable by force of law, to include periods of domestic water carriage and inland (surface) transportation, Carrier's liability is limited to a maximum of the lesser of \$500 per Package or \$0. per pound of the portion of Goods adversely affected; (c) for error or omissions arising from non-carrier service ancillary to the Carriage, Carrier's liability is limited to its independent negligence and to \$40 per shipment; (d) in the event of loss or damage subject to mandatory applicable law which invalidates Carrier's otherwise applicable maximum contractual liability hereunder, Carrier's liability is limited to the lowest amount permissible by and in accordance with such applicable law. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

7.2 In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

7.3 If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

7.4 Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

7.5 Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

7.6 Merchant may avoid the liability limitations hereunder, or any other liability limitation imposed by applicable law, by unequivocally declaring the value of the Goods for liability purposes to Carrier in writing prior to Carriage and paying Carrier an ad valorem freight rate. Such Declared Value will only be binding upon Carrier if agreed to in writing by an authorized representative of Carrier and upon payment of the ad valorem freight rate. Carrier's knowledge of the value of Goods and/or Merchant's declarations of the value of the Goods to Carrier in regular course or for any other purpose, such as for Customs purposes, does not constitute a Declared Value of the Goods to Carrier for liability purposes.

(8) DESCRIPTION OF GOODS AND INFORMATION FOR U.S. CUSTOMS:

8.1. Carrier is responsible for transmitting information to U.S. Customs and Border Protection prior to lading of the Goods including, without limitation, precise

commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, and container seal numbers. For this, and other purposes, Carrier relies on information provided by Merchant in a timely fashion. Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee and hazardous materials codes furnished by Merchant are correct and Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from any inaccuracy.

8.2 Merchant has the exclusive obligation to ensure, and hereby warrants, that the Goods and the Merchants, as defined above, are compliant with all relevant law and authorities, and are legally eligible for Carriage in all respects under all relevant governing laws and regulations. Merchant must further inform Carrier of any applicable licensing, reporting, or other regulatory requirement under all relevant laws and regulations prior to Carriage of the Goods.

(9) CARRIER'S CONTAINERS:

If goods are not received by Carrier already in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

(10) CONTAINER PACKED BY MERCHANT:

If Carrier receives the goods already packed into containers:

This Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers;

10.1. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and Carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty;

10.2. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and

10.3. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and

10.4. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

(11) DANGEROUS GOODS:

11.1 Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the goods with reasonable specificity as well as the names and addresses of the shippers and consignees.

11.2 Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

11.3 If the goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

(12) DECK CARGO:

Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and goods so carried shall constitute under deck stowage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.

(13) SOLAS WEIGHT CERTIFICATION:

Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as Carrier's own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

(14) HEAVY LIFT:

14.1 Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

14.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

14.3 Merchant agrees to comply with all laws or regulations concerning

overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.

(15) DELIVERY:

Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the Port of Discharge or Place of Delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the goods, or in any manner or to any other person in accordance with the custom and usage of the Port of Discharge or Place of Delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or abandoned at Carrier's option, and may be disposed of or stored at Merchant's expense.

(16) NOTICE OF CLAIM:

Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the Port of Discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery.

(17) FREIGHT AND CHARGES:

17.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the container or package and examine contents, weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure and or value of the goods, Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (b) expenses incurred in determining the correct details, plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff.

17.2 Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 1% per

month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods.

17.3 Merchant shall be liable for all dues, fees, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government. Merchant shall be liable for all demurrage, detention or other charges imposed on the goods or their containers by third parties.

17.4 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

17.5 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

(18) LIEN:

Carrier shall have a lien on any and all property (and documents relating thereto) of Merchant in its actual or constructive possession, custody or control or en route, which lien shall survive delivery, for all claims for charges, expenses or advances incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, or both, which lien shall survive delivery, and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier may sell at public auction or private sale, upon 10 days written notice via registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. For the avoidance of doubt, the lien on the Goods survives delivery of the Goods.

(19) TIME BAR:

Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be [insert time period] months.

(20) JURISDICTION:

The courts of [INSERT PREFERRED JURISDICTION] shall have exclusive jurisdiction over any dispute arising from the Carriage evidenced by this Bill of Lading. Merchant and Carrier each hereby agree to the personal jurisdiction of the forum having jurisdiction over their disputes under this clause. Except as otherwise provided in this Bill of Lading, the laws of the State of [INSERT JURISDICTION] shall apply.

(21) GENERAL AVERAGE:

21.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier.

21.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier and its Sub-Contractors, servants and agents are not responsible by statute, contract or otherwise, Merchant shall contribute in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

21.3 Merchant has a duty to defend, indemnify and hold harmless Carrier, its Sub-Contractors, servants or agents in respect of any claim (and any expense arising therefrom) of a General Average which may be made against Carrier and/or any of its Sub-Contractors, servants or agents. Merchant agrees to pay any and all sums or securities assessed by the General Average adjuster for payments on account.

21.4 Neither Carrier nor its Sub-Contractors, servants or agents are under any obligations to take any steps whatsoever to post security for General Average or to collect security for General Average contributions due from the Merchant. Notwithstanding the foregoing, Carrier is authorized at its discretion to act on behalf of the Goods in any salvage proceeding at the sole expense of Merchant, unless Merchant arranges for separate representation.

(22) BOTH-TO-BLAME COLLISION CLAUSE:

If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or Subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

(23) FORCE MAJEURE:

Carrier shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Bill of Lading, resulting from circumstances beyond the control of either Carrier or its sub-contractors, servants or agents, including but not limited to:

(i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

(24) CARRIERS' TARIFFS:

The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission ("FMC") or any other regulatory agency which governs a particular portion of the Carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carriers' tariffs may be obtained from Carrier or its agents or from Carriers' website, the address of which is set forth on the FMC's website at www.fmc.gov. In the case of inconsistency between this Bill of Lading and any applicable Tariff, this Bill of lading shall prevail. Carrier may enter into Negotiated Rate Arrangements with Merchant in lieu of publishing the applicable rates and charges for services provided in its rate tariff.

(25) PERISHABLE CARGO:

25.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods

will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

25.2 Merchant undertakes not to tender for transportation any goods that require refrigeration without given written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly stowed in the container and that the thermostatic controls have

been adequately set before receipt of the goods by Carrier.

25.3 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.

25.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

(26) SEVERABILITY:

The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

(27) VARIATION OF THE CONTRACT:

This contract supersedes all prior agreement between the parties with respect to its subject matter.

No servant or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.

© Approved by the National Customs Brokers and Forwarders Association of America, Inc. September 2011 (Revised 12/05/2023)

RULE 7 Freight Forwarder Compensation

PAYMENT OF COMPENSATION/BROKERAGE: Carrier does not pay freight forwarder compensation.

RULE 8 Surcharges and Arbitraries

Unless otherwise provided in a specific TRI or NRA, all surcharges, broker adjustment factors, and /or other arbitraries shall be assessed in accordance with Rule 9.

RULE 9 Pass Through Charges Effective Upon Notice

Unless otherwise provided in a specific tariff rule or NRA, Carrier will pass through to shippers without mark-up charges received from, e.g., ocean common carriers or terminal operators, for terminal services, canal tolls, additional charges, or other provisions which are not under the control of the ocean common carrier or terminal operator, including but not limited to:

- (1) Bunker Adjustment Factors (BAF), which may include Low Sulphur Fuel Charges and Fuel Recovery Surcharges;
- (2) Currency Adjustment Factors (CAF);
- (3) General Rates Increases (GRIs);
- (4) "Port Disruption Charges," which may include Port Congestion Surcharges, Local Port Charges, Work Disruption Surcharges, Emergency Operations Surcharges, or other charges ostensibly related to congestion or disruption at ports due to labor unrest or other factors, including but not limited to: (i) the CMA-CGM Local Port Charge for trade to and from U.S. East Coast and Gulf Ports to be effective October 11, 2024; (ii) the Hapag-Lloyd Work Disruption Charge for trade to U.S. East Coast and Gulf Ports to be effective October 18, 2024; (iii) the MSC Emergency Operations Surcharge to be effective October 1, 2024; (iv) the Maersk Port Disruption Surcharge to be effective October 21, 2024; and,
- (5) "Red Sea Surcharges," which may include any charges or surcharges ostensibly related to disruption in the Red Sea and Suez Canal, including but not limited to Temporary Disruption Charges (TDS). "

RULE 10 Minimum Quantity Rates

When two or more TRIs or NRA rate items are named for carriage of goods of the same description over the same route and under similar conditions and the application is dependent upon the quantity of the goods shipped, the total freight charges assessed against the shipment shall not exceed the total charges computed for a larger quantity.

RULE 11 Local Charges

All local charges and extra handling charges for cargo assessed by local Port Authorities, Governments, Customs and authorities, terminals, etc. shall be for the account of the cargo and shall be collected prior to delivery of the cargo at the port where the charges are being assessed.

RULE 12 Ad Valorem Rates

12.1 The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form or any mandatorily applicable law or convention governing loss, damage or delay to goods moving in intermodal ocean shipping or by intermodal transportation.

12.2 If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in writing in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.

12.3 Where value is declared on any piece or package in excess of the Bill of Lading limit of value, the Ad Valorem rate shall be three (3%) percent of the value declared and is in addition to the base rate.

12.4 Where the rates are specified herein for individual items as applying on an Ad Valorem basis, the value used in assessing freight charges shall be the value shown on the shipper's export declaration or electronic export information as filed with the applicable government authorities.

RULE 13 Co-Loading in Foreign Commerce

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

13.2 **EXTENT OF ACTIVITY:** Carrier may participate in co-loading agreements on a Carrier-to-Carrier relationship. Carrier also participates in co-loading on a Shipper/Carrier relationship, meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the tendered cargo. Carrier shall co-load cargo at its discretion.

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

13.4 **PAYMENT OF FREIGHT CHARGES:** Where Carrier engages in co-loading, Carrier will be responsible to pay the receiving NVOCC's charges in order to transport the shipper's cargo to its destination and there will be no additional charge assessed to the shipper. Where carrier is the tendering NVOCC, carrier shall be responsible to the receiving NVOCC for payment of charges for the transportation of cargo.

13.5 Carrier has a Carrier-to-Carrier Agreement with the following, but may enter into additional agreements without further notice:

- Carotrans
- Shipco
- Vanguard
- Ecu Worldwide

RULE 14 Dangerous and Hazardous Cargo

14.1 These terms apply to all commodities which are listed and covered by the Hazardous Materials Regulations in Title 49, Parts 171 et. Seq. of the U.S. Code of Federal Regulations.

14.2 All shipments tendered pursuant to this rules are subject to advance notice to and approval of Carrier are governed by the International Maritime Dangerous Goods Code (IMCO) and Code of Federal regulations Title 46 Parts 140-155 and Title 49 Parts 100-199 and Merchant must comply with all of its obligations, including but not limited to, providing notice, appropriate packaging, labeling, and supplying necessary hazardous goods information as required by the applicable regulations.

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

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

14.5 Any fines or penalties incurred due to the failure of Merchant to conform to the regulations or this rule will be for the account of Merchant. In addition, Merchant indemnifies and holds 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 carrier.

RULE 15 Household Goods and Personal Effects

All Bills of Lading for Household Goods and Personal Effects shall be endorsed as follows:

"Released to valuation not exceeding US\$50.00 per 100 kilos for each article"

If valuation not so released, Merchant must declare value on the Bill of Lading and pay the tariff Ad Valorem rate in addition to the rate applicable on Household Goods. When Furniture is consigned to an individual person, the Household Goods rate will apply unless the shipper presents

to Carrier the manufacturer's commercial invoice and detailed packing list certifying that all items of the shipment are brand new goods at the time of booking.

RULE 16 SOLAS Weight Certification

Merchant is required to provide a certification of verified weights obtained on calibrated, certified equipment of all containerized cargo that is to be tendered to steamship lines. Carrier is entitled to rely on the accuracy of such weight certification and to counter-sign or endorse it as Carrier's own certified weight to the steamship line carrying the cargo. Merchant shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any failure to provide a verified gross weight of the cargo or incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

RULE 17 Abandoned Cargo

17.1 Cargo may be deemed by Carrier to be abandoned by the Merchant and Carrier shall be authorized to notify all other parties that the cargo has been abandoned when (1) the Charges against the cargo exceed an estimated 50% of the value of the cargo or (2) twenty-one (21) calendar days have elapsed since (a) the cargo was discharged from the carrying vessel, or, (b) in the case of an intermodal shipment, the cargo has been made available for delivery by Carrier's subcontractor, whichever occurs first. Carrier is entitled to exercise a lien against the abandoned cargo for all penalties, rates, assessments, or any other charges whatsoever including but not limited to the costs of destruction if necessary (hereinafter the "Charges") that are due and owing in relation to the abandoned cargo. To satisfy such lien, Carrier may sell the cargo at a public or private sale. Notwithstanding any sale of the cargo, Merchant shall still be required to satisfy full amount of the lien less any recovery that the Carrier makes for the sale or salvage. The Merchant shall also be liable for all costs associated with the sale or salvage of the cargo.

17.2 Should Merchant voluntarily wish to abandon the cargo, it must submit a written request to Carrier. Only Merchants named on the bill of lading or Merchants who are holders in due course of an original to order bill of lading covering the cargo may submit a request to Carrier to abandon the cargo. Any such Merchants intending to abandon the cargo must provide Carrier with a letter of abandonment and must also surrender an original bill of lading (if used), or if an original bill of lading is not used, such other documentation as may be required by Carrier. Carrier reserves the right to require additional documentation, including, but not limited to, commercial invoices and packing lists. Merchants who voluntarily abandon the cargo shall be responsible for all Charges attributable to that cargo as set forth in paragraph A above and such Merchant shall be obligated to reimburse Carrier for any difference between the proceeds of the sale of the

cargo and the actual Charges that have been assessed against the cargo as well as any costs associated with such sale.

RULE 18 Cargo N.O.S.

Articles which are not provided for in rate tariffs, Negotiated Rate Arrangements or NVOCC Service Arrangements making reference hereto will be freighted at the rates named under the commodity description "Cargo, N.O.S."

RULE 19 Wood Packing Materials

The U.S. Department of Agriculture Animal and Plant Health Inspection Service ("APHIS") has Issued 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 319.40.

It is the responsibility of Merchant to ensure full compliance with these and any other applicable regulations. Carrier has no responsibility for (1) fumigating or arranging for the fumigation of any materials or, (2) for obtaining certificates from APHIS unless a written request has been received from Merchant and Carrier agrees in writing to do so.

Any costs incurred by Carrier, including the cost of any inspection, detention, unloading, re-stuffing, re-exportation, or other action taken by Carrier, as a result of a failure to comply with APHIS regulations regarding the importation of logs, lumber, other unmanufactured wooden articles, and solid wood packing material or regulated wood packaging material (whether in actual use as packing for regulated or non-regulated articles 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 Carrier prior to the release of the cargo to the consignee.

RULE 20 Shipper's Load and Count-Container Cargo

When containers are loaded and sealed by shipper, Carrier or its authorized agent will accept same as "SHIPPER'S LOAD, STOW AND COUNT" and the Bill of Lading shall be so claused, and:

A) Shipper must furnish Carrier with the information set forth below prior to the issuance of Bill of Lading

- Description of the goods
- Gross weight for each container
- Cubic measurement for each container
- Package count for each container
- Seal number for each container

Carrier reserves the right to open and inspect the contents of a container and will reseal and so indicate it on the Bill of Lading.

B) No container will be accepted for shipment, if the weight of the contents thereof exceeds the weight carrying capacity of the container or, if the cargo because of size or dimensions cannot be loaded wholly within the inside of a standard size container.

C) Carrier will not be directly or indirectly responsible for:

(1) Damage resulting from improper loading or moving 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.

D) Shipment destined to more than one port of discharge may not be loaded into the same container.

E) Except as otherwise specifically provided in this tariff, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY services, including but not limited to lashing, bulkheads, cross members, plat-forms, dunnage and the like must be supplied by shippers at their expense and the Carrier shall not be responsible for such materials nor their return after use. The Carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

F) Carrier shall not, except as provided for in the Tariff or required by law, issue or accept bills of lading bearing any requirement for the Cargo to be stowed on or under-deck, nor will Carrier give any guarantee or certificate to the effect that on or under-deck stowage will be, or has been provided.

G) Carrier accepts no responsibility for the stuffing and stowage of the cargo in the container by the shipper, or the stripping thereof by the consignee, and shall be under no liability for loss or damage of the goods or for any personal injury or loss or damage to any property arising out of such operations. In the case of road transport, the driver is not authorized to act in any way on behalf of the Carrier. If for any reason, the driver takes part in the stuffing and stowage or stripping operation, he does so solely on behalf of the Merchant.

H) Shipper shall be responsible for supplying and affixing trackable electronic high security container seals on all shipper-packed containers tendered for transportation to Carrier. Shipper shall be responsible to meet or exceed applicable international, national and industry standards for such seals, including standards for electronic or machine-readable seals, if applicable. Such standards shall include, but not be limited to, standards and requirements imposed by the ISO, including current PAS ISO 17712:2013 standards for trackable electronic high-security seals, the statutes and regulations of the United States and other Governments, and any requirements imposed by applicable port authorities.

RULE 21 Overweight Container Rule

21.1. (a) Merchant shall not tender, and Carrier may refuse to accept, any container not stuffed by the Carrier (hereafter, “Merchant Packed Container”) where the total gross weight of such container exceeds the maximum gross weight capacity stated on the container.

(b) Regardless of whether Carrier accepts or refuses it, any expense incurred by Carrier in connection with such an overweight Merchant Packed Container (including but not limited to demurrage, detention, storage, handling, inland transportation, unloading, stuffing, re-stuffing, trans-loading, fines, penalties and additional equipment costs) will be for the account of Merchant and Merchant shall be jointly and severally liable to Carrier for all such expenses which shall be paid to Carrier before return or release of the container to Merchant.

21.2. It is the responsibility of Merchant to ensure that each Merchant Packed Container tendered by it to Carrier for transportation complies with all laws and regulations however described of each Country through which the Goods will transit. The laws and regulations to be complied with include without limitation the United States Intermodal Safe Container Transportation Act of 1992 (hereafter, the “Act”) and all other laws and regulations which address road weight limitations, or that provide for a lower weight limitation than set forth above. “Country” includes its political and administrative subdivisions and localities however described.

RULE 22 Returned Cargo

22.1. Cargo returned to the origin port/point named in Carrier’s bill of lading within six (6) months after arrival at destination shall be rated at the lower of:

- A. The freight rate and charges that would be applicable to the return move if it were the original move; or
- B. 85% percent of the freight rate originally paid by Merchant and 100% of the charges that would be applicable to the return move if it were the original move.

22.2. The foregoing provision will apply only if the cargo is returned in the original package. For purposes of this rule, in order to be considered as being in the “original package,” cargo must be in the same number of cartons or packages, with the same marks and numbers, as shown on the bill of lading covering the original move.

22.3. Cargo not returned within six (6) months after arrival at destination shall not be treated as returned cargo and shall be rated in accordance with the Carrier's tariff.

RULE 23 Shippers Communications to Carrier

23.1 Shipper may transmit requests, consultations and complaints to

A.N. Deringer, Inc.
64 North Main St.
St. Albans, VT 05478

23.2 As used in this rule, the phrase "Requests and Complaints" means any communication requesting a change in rates, rules or regulations; objecting to rate increase or other tariff charges; and protests against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for rate information, sailing schedules, space availability and the like are not included in the foregoing.

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

23.4 Shippers' request for rate action must include at least the following information:

- A. Shipper's Name/Address/Telephone Number
- B. Commodity Description-Port/Point of Loading
- C. Port/Point of Discharge
- D. Cargo Quantity
- E. Anticipated Shipment Date
- F. Number of NRA, if applicable

RULE 24 Overcharge Claims

24.1 All billed charges, whether prepaid or collect, are subject to correction if the description furnished by the shipper or shippers is found to be in error or if the weights or measurements are found to be incorrect. All claims for adjustment of freight charges must be presented to the Carrier in writing, within one (1) years after the date of shipment. Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the claimant.

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

- A. Claims must contain the following original or certified documents:
 - Bill of Lading
 - Packing List

Commercial Invoice
Custom Entry Permit/Import Declaration, as applicable
Customs Export Declaration as applicable

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

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

24.3 Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the claimant.

RULE 25 Free Time, Detention and Demurrage

25.1 Carrier is a non-vessel operating common carrier and the equipment it uses to provide transportation services to Merchant is provided by the vessel-operating common carrier ("VOCC") that operates the vessel transporting the cargo.

25.2 The VOCC imposes detention charges if empty containers released for loading and/or loaded containers released for unloading are not returned within a specified period of time ("free time"). Merchant shall be liable to Carrier for any detention charges imposed on Carrier, and attorneys' fees and related costs, by VOCC as a result of Merchant's failure to return containers within applicable free time.

25.3 The VOCC and/or the marine terminal operator impose demurrage or storage charges if loaded containers are not removed from the marine terminal within a specified period of time ("free time"). Where service is "port" at destination and removal or authorization for removal of containers from the VOCC's marine terminal is the responsibility of Merchant, Merchant shall be liable to Carrier for any demurrage charges imposed on Carrier by VOCC and/or marine terminal operator, and attorneys' fees and related costs, as a result of Merchant's failure to remove containers within applicable free time.

RULE 26 Strike Provisions

In the event that labor unrest (including but not limited to strikes, lock-outs, work stoppages or slowdown) disrupts Carrier's operations and/or results in increased costs to Carrier, any and all increased or additional costs relating to the movement of cargo resulting from or relating to such

labor unrest including, but not limited to, increased or additional port, terminal, stevedoring, storage, and inland transportation costs, may be for the account of the cargo.

RULE 27 NVOCC Negotiated Rate Arrangements (NRAs)

As per 46 CFR Part 532 NVOCC Negotiated Rate Arrangements—Carrier may utilize NVOCC Negotiated Rate Arrangements (NRAs) for its shipments in lieu of its tariff rates.

Definition:

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

RULE 28 Use of Equipment

Carrier provides no equipment of its own. Should Merchant use the underlying VOCC’s equipment for loading or unloading, all charges assessed against the equipment by the underlying vessel operating common carrier shall be for the account of the cargo. Merchant, by tendering shipments to Carrier for transportation, appoints Carrier as its agent for acquiring containers and chassis for such transportation and agreeing to free time, as well as demurrage and detention, storage and other charges that accrue with respect to containers and chassis used for such transportation, all of which shall be for the account of the Merchant except to the extent it is solely attributable to actions or omissions of Carrier.

28.1 Merchant’s Risk and Expense

Except as otherwise specifically provided in this Tariff Rule or Carrier’s bill of lading, the following shall be at the Merchant’s risk and all expenses in connection therewith shall be for the Merchant’s account:

1. The pickup, transport, and delivery of the containers/goods moving between the port of loading or port of discharge on the one hand, and Merchant's facility on the other hand; and.
2. The care and custody of equipment.

28.2 No Representation or Warranties

Carrier makes no representations or warranties, express or implied, as to the condition of the equipment or its fitness for any particular use.

28.3 Use of Equipment

Equipment may not be used by or interchanged to anyone except the Merchant or its Motor Carrier, and only for the stuffing, unstuffing, and transport of goods carried by or booked for carriage with Carrier.

28.4 Use of Equipment: Removal of containers for stuffing/unstuffing by the Merchant

A. At Origin

The empty pick-up, stuffing, and return of containers are always at the Merchant's risk and expense, subject to the following conditions:

1. Containers must be returned by the Merchant to the terminal, container yard, or container depot from which they were picked up unless return to a different location is specified or agreed to by Carrier in writing.
2. If Carrier specifies or agrees to the pick-up of a Container at a terminal, container yard, or container depot other than that nominated, all local tariff pick-up charges shall be paid by the Merchant.
3. If the Merchant picks-up a Container at a location to which Carrier has not consented in writing, all local empty pick-up charges shall be paid by the Merchant.
4. Containers may only be interchanged during the normal working hours of the terminal, container yard, or container depot unless prior written arrangements are made for interchange at other times in which case any additional charges shall be for Merchant's account.
5. Shipper-Packed Containers accepted for carriage by Carrier will be on the basis of "Shipper's Load and Count" and any description of the type or quantity of goods provided by Merchant shall not be conclusive.

B. At Destination

Stuffed Containers which are removed from a container yard or terminal by Merchant or its agent for unstuffing at Merchant's expense and risk, are subject to the following conditions.

1. Containers must be returned by Merchant to the container yard or terminal from which they were originally removed or to Carrier's designated location within port area unless Carrier agrees to accept delivery elsewhere.
2. Containers may only be interchanged during the regular working day unless prior arrangements are made for interchange at other times in which case all additional costs shall be for Merchant's account.
3. Equipment shall be returned in a good condition. The Merchant shall remove all dunnage, debris, any placards for hazardous cargo or contamination from the equipment prior to redelivering the equipment to Carrier. In the event Merchant fails to comply with this provision, then such removal and all costs shall be for Merchant's account.

Except as otherwise provided, Free Time allowed, and Detention Charges assessed will be per the provisions of the underlying Vessel Operating Common Carrier Tariff and Equipment Interchange Agreements.

RULE 29 Shipper Responsibility for Legal and Regulatory Requirements

29.1 In the course of international transportation, commodities may be subject to rules, regulations or laws that may restrict, prohibit, or otherwise make illegal the transportation of such commodities from, to, between, or through, various countries, persons or business

entities. It is expressly the responsibility of the Merchant to investigate, know, understand, and comply with all such regulations that pertain to their respective commodity(ies) including but not limited to licenses and/or permits certificate/registration requirements at Origin or Destination, and the safe transport of same. Any and all fines, penalties or other amounts assessed, however described, no matter whether civil or criminal, or any other costs including, but not limited to demurrage, detention, storage, handling, inland transportation unloading, stuffing and restuffing of containers, attorney fees and any additional equipment costs resulting, directly or indirectly, in whole or in part, from the Merchant's failure to comply with this Rule will be the sole responsibility of the Merchant, which shall indemnify, defend and hold Carrier harmless for the same regardless of whether Carrier negligence was a contributing cause. Ignorance of any rule, regulation or law shall not be considered as a defense in any such matter.

29.2 Carrier assumes no responsibility to investigate, know, or advise the Merchant of any such rule, regulation or law. Merchant shall also indemnify and hold Carrier harmless from any loss, damage delay, expense or liability including attorney's fees incurred or levied on Carrier or the Goods by reason of any non-compliance with requirements of Customs or other governmental agencies resulting from the non-provision, or late presentation of, required documentation.

29.3 In the event that cargo is refused entry or detained for inspection, unloading, or modification of any type due to rules, regulations, or laws that restrict, prohibit, or otherwise make illegal the transportation of any such commodity from, to, between, or through any country, persons or business entities, the Merchant shall arrange for all procedures to clear the container and carrier shall be entitled, at its sole discretion, to pursue any and all means available to Carrier to either make the cargo safe or compliant for such transport, or to return the cargo to the origin at the Merchant's cost and expense, or to destroy the cargo. If the cargo is returned to port of origin, the return rate charged by Carrier shall be the same as the original rate plus any third-party charges. Any attempt by the Merchant to abandon such cargo shall not waive Merchant's liability for such costs. Any and all costs and expenses, however described, which are incurred by Carrier resulting, directly or indirectly, in whole or in part, from the Merchant's failure to comply with this Rule will be the sole responsibility of the Merchant which shall indemnify, defend and hold Carrier harmless for and against all such costs and expenses including attorney's fees regardless of whether Carrier's negligence was a contributing cause. Any cargo that is misdeclared in any way, intentionally or not, shall also be subject to this rule.

29.4 Carrier shall not release cargo to a consignee until all fines, penalties, costs (including attorney's fees), bonds, penalties, or sanctions provided for in this Rule have been paid or Carrier has been reimbursed for payment of same.

29.5 In the event a container is inspected, stored, unloaded, re-exported, or otherwise detained by a governmental agency because the Merchant has failed to comply with a statutory or regulatory requirement, the Merchant shall pay to Carrier an administrative

charge of \$500.00, in addition to all other costs, expenses, charges, and other amounts due under this rule.

29.6 Shipper, Consignee, and Cargo Owner shall be jointly, severally and absolutely liable to Carrier or to any other party, without regard to intent, negligence, or any other factor for 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 any government agency, or is being transported to or from such inspection or detention, as a result of an act or omission of the Shipper, Consignee, or Cargo Owner.

RULE 30 NVOCCs in Foreign Commerce: Bonds and Agents

1. Carrier has filed a valid surety bond with the Federal Maritime Commission, as required by 46 CFR Part 515.

Name and Address of Bond Issuing Surety Company:

American Alternative Insurance Corporation (036)
555 College Road East
P.O. Box 5241
Princeton, NJ 08540-6616

Bond No. 055001

2. Carrier has designated the following as Legal/Resident Agent in the United States as required by 46 CFR Part 515.24 for the receipt of judicial and administrative process, including subpoenas.

A. Name of Resident/Legal Agent:

Jacob Holzscheiter,
64 N. Main St.
St. Albans, VT 05478

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

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

RULE 31 Force Majeure

Carrier's performance of its obligations under applicable bills of lading or other contracts shall be suspended, without prejudice to any rights or privileges of the Carrier, in the event of:

War, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbor disturbances, widespread electrical power

failures affecting port operations, Acts of God including flood, earthquakes, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, extreme weather conditions, or other natural catastrophes, 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.

Carrier reserves the right to cancel any outstanding booking or contract of carriage, or to route shipments by any other means of transportation whether by all-water, air-water or land-water in accordance with rates, charges, or rules and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to Bill of Lading provisions that are applicable to actual routing of the cargo. The occurrence of such force majeure event shall not relieve Merchant from its obligations to pay all applicable freight charges.

RULE 32 Certification of NVOCC Status in Foreign Commerce

No NVOCC shipments shall be accepted unless the NVOCC is in compliance with the Federal Maritime Commission's Regulations as published in 46 CFR Part 515.27(a).

RULE 33 Definitions and Symbols

"Carrier" means A.N. Deringer, Inc.

"Merchant" means the persons named as shipper, exporter, consignee and/or receiver on the bill of lading, any holder of the bill of lading, the actual recipient of the goods, any person owning or entitled to the possession of the goods or of the bill of lading, and anyone acting on behalf of any of the foregoing persons and the principals of such parties.

"TRI" means a tariff rate item consisting of a freight rate for the transportation of a stated cargo quantity from origin to destination under a single specified set of transportation conditions.

"NVOCC" means a non-vessel-operating common carrier as defined in the Shipping Act of 1984, 46 U.S.C. Sections 40101 et seq.

"VOCC" means a vessel operating carrier as defined in the Shipping Act of 1984, 46 U.S.C. Sections 40101 et seq.

RATE BASIS

AV-Ad Valorem
EA-Each (As Defined)
LS-Lump Sum
M-Measure
MBF-1000 Board Feet
PC-Per Container
W-Weight
WM-Weight/Measure

HAZARD CODES

A-IMO Stow Category A
B-IMO Stow Category B
C-IMO Stow Category C
D-IMO Stow Category D
E-IMO Stow Category E
HAZ-Hazardous
NHZ-Non-Hazardous
N/A- Not Applicable

CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES



Revised: May 1, 2025

SIZES

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

TYPES

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

TEMPERATURE

AC	Artificial Atmosphere
CLD	Chilled
FRZ	Frozen
HTD	Heated

SERVICE

B	Barge Control
M	Motor
R	Rail Yard
S	Container Freight

D Door



Revised: May 1, 2025

N/A Not Applicable/Not	Station Operating	U Rail Siding
RE Refrigerated	X Team Tracks	
VEN Ventilated	Y Container Yard	

SYMBOL EXPLANATION

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

INLAND TRANSPORTATION MODES WEIGHT

B	Barge	KGS	Kilograms
M	Motor	KT	1000 Kgs (Metric Ton)
MB	Motor/Barge	LBS	Pounds
MR	Motor/Rail	LT	Long Ton (2240 LBS)
N/A	Not Applicable	ST	Short Ton (2000 LBS)
R	Rail		
RB	Rail/Barge		

VOLUME LENGTH, WIDTH AND HEIGHT

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

SERVICE CODE EXPANSION TABLE



Revised: May 1, 2025

RULE 34 Access to Tariff Information

Tariff information is available at no charge.

Please send access request to: marketing@andering.com