

# **NVOCC NON-VESSEL OPERATING COMMON CARRIER RULES TARIFF FMC-002**

## **TARIFF TITLE PAGE**

**GLOBERUNNERS INCORPORATED**

**Between (US and World), 020951 - FMC-002**

**FROM: TARIFF ORIGIN SCOPE**

**TO: TARIFF DESTINATION SCOPE**

**Effective: 18April2011**

All information contained within this tariff is true and accurate and no unlawful alterations will be permitted.

**NVOCC NON-VESSEL OPERATING COMMON CARRIER**

**RULES TARIFF FMC-002**

NAMING

RULES AND REGULATIONS

BETWEEN US PORTS & POINTS AND WORLDWIDE PORTS & POINTS

A. Carrier has opted to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements (“NRAs”) effective April 18, 2011.

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

C. Carrier’s Rules are provided free of charge to Shipper at [www.grunners.com](http://www.grunners.com). containing the terms and conditions governing the charges, .classifications, rules, regulations and practices of Carrier.

D. Carrier shall issue booking confirmations which will constitute an offer by Carrier to Shipper of transportation services pursuant to 46 C.F.R.§520.13 and §532 agreed to by Shipper. The terms contained in the ` Booking Confirmation shall be a valid offer for ninety days from the

booking date. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.

E. Rates may not be modified in an NRA after the time the initial shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

F. The writings provided in Carrier's Quotations, Booking Confirmations, Shipper's Letters of Instructions and e-mail exchanges between the Carrier and the shipper cumulatively contain offer(s) by Carrier pursuant to an FMC NRA exemption per 46CFR§532.6. Acceptance of the quotation shall become binding on all parties after receipt of the cargo by the carrier or its agent (or the originating carrier in the case of through transportation). If the terms and conditions contained in the aforementioned documents do not reflect Shipper's understanding, Shipper must notify Carrier immediately.

### **Publishing Office**

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

### **Rule: SCOPE**

#### **Rule #: 1**

Filed on: 04/18/2011

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Thru:

Expire:

Rules, regulations published herein apply BETWEEN United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points AND Worldwide Ports and Points as specified in Rule 1.A and in the Individual NRAs.

#### **U.S. ATLANTIC BASE PORTS (ACBP)**

Baltimore, MD Boston, MA Jacksonville, FL Miami, FL New York, NY Newark, NJ Norfolk VA, Philadelphia, PA Savannah, GA Elizabeth, NJ Newport News, VA Wilmington, NC

**U.S. GULF COAST BASE PORTS: (GCBP)**

Houston, TX New Orleans, LA Galveston, TX Corpus Christi, TX

**U.S. PACIFIC COAST BASE PORTS: (PCBP)**

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

**SUBSTITUTED SERVICE AND INTERMODAL SERVICE**

**A. SUBSTITUTED SERVICE**

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

**B. INTERMODAL SERVICE**

Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service. Intermodal Rates will be shown as single-factor through rates as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 Herein).

Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual NRA. Intermodal rates will apply from locations specified in rule 1-B.

**Rule: WORLDWIDE PORTS AND POINTS**

**Rule #: 1-A**

Except as otherwise provided, this tariff provides charges applying between USA Ports and Points and World Ports and Points named herein. NRAs to and from World.

Inland Points apply via Base Port Groups as shown below. USA Ports are shown in Rule 1.

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### **1. North East Asia (NEASIA):**

NRAs apply to and from ports and points in the following countries: Hong Kong, Japan, Korea, Macau, Mongolia, People's Republic of China, Taiwan (Republic of China), and Russia (USSR). NRAs to/from inland points apply via the Northeast Asia Base Port Groups, ( NEASIABP), defined as:

PORT GROUP  
NEASIABP

#### **BASE PORTS**

Hong Kong, HK, Kobe, Nagoya, Osaka, Tokyo, Yokohama, Japan, Busan, REPUBLIC OF KOREA, Dalian, Fuzhou, Shanghai, Shekou, Tianjin, Xiamen (Hsia Men), PEOPLE'S REPUBLIC OF CHINA, Keelung (Chilung), Kaoshiung, TAIWAN (REPUBLIC OF CHINA), Vostochny, UNION OF SOVIET SOCIALIST REPUBLICS

### **2. Southeast Asia (SEASIA):**

NRAs apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam. NRAs to/from inland points apply via the Southeast Asia Base Port Group (SEASIABP), defined as follows:

PORT GROUP  
SEASIABP

#### **BASE PORTS**

Jakarta, INDONESIA, Port Kelang, George Town, MALAYSIA, Cebu, Manila, PHILIPPINES, Singapore, SINGAPORE, Bangkok, THAILAND

### **3. South Asia (SOUTHASIA):**

NRAs apply to/from ports and points in the following countries: Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka. NRAs to/from inland points apply via the South Asia Base ports (SASIABP), defined as:

PORT GROUP  
SOUTHASIABP

#### **BASE PORTS**

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

#### **4. Australia, New Zealand and Oceania (ANZOCEANIA):**

NRAs apply to/from ports and points in the following countries: Australia, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn Islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, Western Samoa. NRAs to/from inland points apply via the Australia, New Zealand, Oceania Base Port Group (ANZOCEANIABP), defined as:

PORT GROUP  
ANZ/OCEANIABP

#### **BASE PORTS**

Adelaide, Brisbane, Freemantle, Melbourne, Sydney, AUSTRALIA, Auckland, Christchurch, Lyttleton, Wellington, NEW ZEALAND, Suva, FIJI, Papeete, FRENCH POLYNESIA Noumea, NEW CALEDONIA, Lae, Port Moresby, PAPUA NEW GUINEA, Honiara, SOLOMON ISLANDS, Nukualofa, TONGA, Port Vila, VANUATU, Spia, WESTERN SAMOA

**5. Middle East (MIDEAST):** NRAs apply to/from ports and points in the following countries: Bahrain, Iran, Iraq, Jordan Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen. NRAs to/from inland points apply via the Mideast Base Port Group (MIDEASTBP), defined as:

PORT GROUP  
MIDEASTBP

#### **BASE PORTS**

Bahrain, BAHRAIN, Bandar Abbas, Bandare Khomeyni, IRAN, Aqaba, JORDAN, Mina Qabus (Muscat), OMAN, Ad Dawhah (Doha), QATAR, Damman and Jeddah, SAUDI ARABIA Abu Zaby (Abu Dhabi), Dubayy (Dubai), Fujeirah, Jabal Ali, (Jebel Ali), UNITED ARAB EMIRATES, Hodeidah, YEMEN

#### **6. Africa (AFRICA):**

NRAs apply to/from ports and points in the countries shown in the AFRICABP Base Port Group as shown below. NRAs also apply to/from all points in the following African countries: Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, Uganda, Western Sahara, Zambia, Zimbabwe; NRAs to/from inland points in these countries apply via the Africa Base Port Group (AFRICABP), which is defined below. For NRAs to North African countries, see the Mediterranean (MED) Country and BasePort Group.

PORT GROUP  
AFRICABP

### **BASE PORTS**

**(EAST AND SOUTH AFRICA):** Moroni, COMOROS, Djibouti, DJIBOUTI, Mitsiwa, ETHIOPIA, Mombasa, KENYA, Luderitz and Walvis Bay, NAMIBIA, Toamasina and Toliara, MADAGASCAR, Port Louis, MAURITIUS, Beira, Maputo, Nacal MOZAMBIQUE, Mahe, SEYCHELLES, Berbera, Muqdisho (Mogadishu), SOMALIA, Durban, Capetown, SOUTH AFRICA, Bur Sudan (Port Sudan), SUDAN, Dar Es Salaam, Tanga, Zanzibar, TANZANIA

### **(WEST AFRICA)**

Lobito, Landana (Luanda), ANGOLA, Cotonou, BENIN, Douala, CAMEROON, Praia, CAPE VERDE ISLANDS, Pointe Noire, CONGO, Libreville, Port Gentil, GABON, Banjul, THE GAMBIA, Accra, Sekondi, Takoradi, Tema, GHANA, Conakry, GUINEA, Bissau, GUINEA BISSAU, Abidjan, IVORY COAST, Monrovia, LIBERIA, Nouakchott, MAURITANIA, Lagos, Port Harcourt, NIGERIA, Dakar, SENEGAL, Freetown, SIERRA LEONE, Lome, TOGO, Matadi, ZAIRE

### **7. Mediterranean (MED):**

NRAs apply to/from ports and points in the following countries: Andorra, Algeria, Azores Islands (Portugal), Canary Islands (Spain), Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Lebanon, Madeira (Portugal), Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Yugoslavia (including Bosnia-Herzegovina, Croatia, Macedonia, Slovakia). NRAs to/from inland points apply via the Mediterranean Base Ports Group (MEDBP), defined as:

PORT GROUP  
MEDBP

### **BASE PORTS**

Alger (Algiers), ALGERIA, Ponta Delgada, AZORES (Portugal), Las Palmas, Tenerife, CANARY ISLANDS (Spain), Lemosos (Limassol), CYPRUS, Al Iskandariyah (Alexandria), Bur Sa Id (Port Said), EGYPT, Marseilles, FRANCE, Piraeus (Pireaus), Thessaloniki (Solonika), GREECE, Ashdod, Hefa, ISRAEL, Genova (Genoa), Livorno (Leghorn), ITALY, Bayrut (Beirut), LEBANON, Funchal, MADEIRA ISLANDS (Portugal), Valletta, MALTA, Casablanca, Rabat, Tangier, MOROCCO, Leixoes, Lisboa, Oporto, PORTUGAL, Barcelona, Bilbao, Valencia, SPAIN, Al Ladhiqiyah (Latakia), SYRIA, Sfax, Tunis, TUNISIA, Mersin, Izmir, Istanbul, TURKEY, Dubrovnik, Koper, Split, YUGOSLAVIA

### **8. Northern Europe (NEUROPE):**

NRAs apply to/from ports and points in the following countries: Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Greenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Sweden, Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Union of Soviet Socialist Republics (including Armenia, Azerbaijan, Belorussia, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan). NRAs to/from inland points apply via the North Europe Base Port Group (NEUROPEBP), defined as:

PORT GROUP  
NEUROPEBP

**BASE PORTS**

Antwerpen, BELGIUM, Varna, BULGARIA, Aarhus, Copenhagen, DENMARK, Helsinki, Kotka, Turku, FINLAND, Le Havre, FRANCE, Bremen, Bremerhaven, Hamburg, GERMANY, Baile Atha Cliath (Dublin), Cork, Galway, Waterford, IRELAND (EIRE), Amsterdam, Rotterdam, NETHERLANDS, Bergen, Oslo, Stavanger, NORWAY, Gdansk, Gdynia, POLAND, Costanta, ROMANIA, Goteborg, Malmo, Stockholm, SWEDEN, Riga, Tallinn, Leningrad (St. Petersburg, Klaipeda, USSR, (UNION OF SOVIET SOCIALIST REPUBLICS), Belfast, Felixstowe, Glasgow, Grangemouth, LIVERPOOL, London, Southampton, UNITED KINGDOM

**9. North America:**

NRAs apply to/from ports and points in Canada and Mexico. NRAs to/from points in Canada apply via the Canada Base Port Group (CANADABP) as shown below. NRAs to/from inland points in Mexico apply via the Mexico Base Ports (MEXICOBP), as shown below:

PORT GROUP  
CANADABP

**BASE PORTS**

St. Johns, Newfoundland, CANADA, Charlottetown, Prince Edward Island, CANADA, Halifax, Nova Scotia, CANADA, Saint John, New Brunswick, CANADA, Montreal, Quebec, Quebec, CANADA, Toronto, Ontario, CANADA, Vancouver, British Columbia, CANADA

PORT GROUP  
MEXICOBP

**BASE PORTS**

Tampico, Veracruz, MEXICO, Lazaro Cardenas, Manzanillo, Salina Cruz, MEXICO

**10. Central America (CAMERICA):**

NRAs apply to/from ports and points in the following Central American Countries: Belize, Costa Rico, El Salvador Guatemala, Honduras, Nicaragua, Panama. NRAs to/from inland points apply the Central America Base Port Group (CAMERICABP), defined as:

PORT GROUP  
CAMERICABP

**BASE PORTS**

Belize City, BELIZE, Puerto Limon, COSTA RICA, San Jose, Santo Tomas de Castilla, GUATEMALA, Puerto Henecan, Puerto Cortes, HONDURAS, Corinto, Managua, NICARAGUA, Balboa, Cristobal, Panama City, PANAMA

**11. Caribbean Islands (CARIBBEAN):**

NRAs apply to/from ports and points in the Caribbean Island Countries named in the Caribbean Base Port Group. NRAs to/from inland points apply via the Caribbean Base Port Group (CARIBBEANBP), defined as:

PORT GROUP  
CARIBBEANBP

**BASE PORTS**

St. Johns, ANTIGUA AND BARBUDA, Oranjestad, ARUBA (Netherlands Antilles), Freeport, Nassau, BAHAMAS, Bridgetown, BARBADOS, Hamilton, BERMUDA, Kralendijk (Bonaire), NETHERLANDS ANTILLES, Tortola, BRITISH VIRGIN ISLANDS, Georgetown, CAYMAN ISLANDS, Willemstad, CURACAO (Netherlands Antilles), Roseau, DOMINICA, Santo Domingo, DOMINICAN REPUBLIC, Saint Georges, GRENADA, Pointe a Pitre, GUADELOUPE, Port Au Prince, HAITI, Kingston, Montego Bay, JAMAICA, Fort de France, MARTINIQUE, Plymouth, MONTSERRAT, Basseterre, ST KITTS/NEVIS, Castries, ST. LUCIA, Kingstown, ST. VINCENT AND THE GRENADINES, Grand Turk Island, TURKS AND CAICOS ISLANDS, Port of Spain, TRINIDAD

**12. South America (SAMERICA):**

NRAs apply to/from ports and points in the following South American Countries: Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela. NRAs to/from inland points apply via the South America Base Port Group (SAMERICABP), defined as:

PORT GROUP  
CARIBBEANBP



**BASE PORTS**

Buenos Aires, ARGENTINA, Fortaleza, Santos, Sao Paulo, Rio de Janeiro, BRAZIL, Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas, Talcahuano, Tocopilla, Tocopilla, CHILE, Barranquilla, Buenaventura, Cartagena, Santa Marta, COLOMBIA, Guayaquil, ECUADOR, Cayenne, FRENCH GUIANA, Georgetown, GUYANA, Asuncion, PARAGUAY, Callao, PERU, Paramaribo, SURINAME, Montevideo, URUGUAY, La Guaira, Maracaibo, Puerto Cabello, VENEZUELA

NRAs also apply to/from ports and inland points named in the individual NRA..

**Rule: INTERMODAL SERVICE****Rule #: 1-B**

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Intermodal through rates apply from and to points in the U.S., listed below only as specified in individual NRA.

**1. U.S. IPI origin and destination states, and grouping:**

Alabama AL  
Nebraska NE  
Arizona AZ  
Nevada NV  
Arkansas AR  
North Carolina NC  
California CA  
North Dakota ND  
Colorado CO  
Connecticut CT  
Delaware DE  
New Hampshire NH  
New Jersey NJ  
New Mexico NM  
Florida FL

New York NY  
Georgia GA  
Idaho ID  
Ohio OH  
Oklahoma OK  
Illinois IL  
Indiana IN  
Iowa IA  
Oregon OR  
Pennsylvania PA  
Rhode Island RI  
Kansas KS  
South Carolina SC  
Kentucky KY  
Louisiana LA  
South Dakota SD  
Tennessee TN  
Maine ME  
Texas TX  
Maryland MD  
Utah UT  
Massachusetts MA  
Vermont VT  
Michigan MI  
Minnesota MN  
Mississippi MS  
Missouri MO  
Virginia VA  
Washington WA  
West Virginia WV  
Wisconsin WI  
Montana MT  
Wyoming WY

**Rule: APPLICATION OF NRAs AND CHARGES**

**Rule #: 2**

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Amendment: 001

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

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

NRAs 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) NRAs 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.

The "Point" NRAs named in this Tariff are applicable from Inland Points which lie beyond port terminal areas. Such NRAs will be shown as single-factor through NRAs. Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) but not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of 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 within the sole discretion of the Ocean Carrier.

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

4. NRAs 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 the NRAs 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 NRAs 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, NRAs apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for the applicable Cargo, N.O.S. rate shall be applied.

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

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

11. When a commodity can properly be carried under more than one NRA, 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, eg: 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 NRA for the commodity in question, eg: If a NRA contains a rate for Rubber Gloves, then this rate will apply and NOT the Gloves, N.O.S. rate.

12. When two or more NRAs may be applicable to a given shipment and one NRA is more specific than the others, the most specific NRA shall apply. One NRA 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 NRA to/from a geographic range or zone, (Examples): A NRA from New

York, NY is more specific than a rate from Atlantic and Gulf Base Ports (AGBP). A NRA to Yokohama, Japan is more specific than a NRA 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. CLEAN TRUCKS FEE shall be imposed at \$35/20' and \$70/40' at carrier discretion when applicable and PIER PASS charges shall be imposed at \$50/20' and \$100/40' at carrier discretion when applicable. 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."

**CY/D (Y/D)** - "The term CY/D means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, carrier providing inland transportation to the consignee's designated facility, accepted by Consignee at consignee's designated facility, and unpacked at consignee's designated facility by the consignee, 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."

**CFS/D (S/D)** - "The term CFS/D means cargo delivered to Carrier's CFS to be packed by Carrier into containers, delivered to Carrier's CY, carrier providing inland transportation to the consignee's designated facility, accepted by Consignee at consignee's designated facility, and unpacked at consignee's designated facility by the consignee, all at the risk and expense of the cargo."

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

**DOOR/CFS (D/S)** - "Door Service pertains to the carrier providing inland transportation from the shipper's designated facilities delivered to Carrier's CY, accepted by Consignee at Carrier's CY 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."

**DOOR/DOOR (D/D)** - "Door Service pertains to the carrier providing inland transportation from the shipper's designated facilities packed by the shipper, carrier providing inland transportation to the consignee's designated facility, accepted by Consignee at consignee's designated facility, and unpacked at consignee's designated facility by the consignee, 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."

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

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

**RAMP/D (R/D)** - "The term RAMP/D means containers packed by Shippers off Carrier's premises, delivered to Carrier's Ramp, carrier providing inland transportation to the consignee's designated facility, accepted by Consignee at consignee's designated facility, and unpacked at consignee's designated facility by the consignee, all at the risk and expense of the cargo."

## 15. SERVICE OPTIONS:

The following service types are available and pertain to NRAs.

### **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 NRAs or where specified in an Inland Rate Table.

### **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.

## **RAMP (R)**

The term Ramp 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. Ramp locations are usually, but not limited to, non-port and or rail locations.

## 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.

17.

a. NRAs applicable to **forty foot (40') standard** marine containers, shall also be applicable to forty foot high cube containers, unless otherwise indicated in a specific NRA.

b. NRAs applicable to **forty foot high cube containers**, shall also be applicable to forty foot (40') standard marine containers, unless otherwise indicated in a specific NRA. tariff line item.

## 18. LOCAL CHARGES

**a. EXPORT FROM U.S.A.**– All destination local charges apply unless otherwise specified in the NRA.

**b. IMPORT INTO U.S.A.** – All origin local charges apply unless otherwise specified in the NRA.

## **Rule: DIVERSION BY CARRIER**

### **Rule #: 2-010**

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

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports en-route between carriers discharging terminal and carrier s delivery terminal provided the rates are into already provided for such destinations in individual NRA.
2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

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

## **Rule: PACKING REQUIREMENTS**

### **Rule #: 2-020**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
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.

**Rule: MIXED COMMODITY NRAs**

**Rule #: 2-030**

Filed on: 04/18/2011

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Thru:

Expire:

Mixed Commodities

Commodity Items in Number Series 99XX-XX-XXXX, "Mixed Commodities" shall consist of a minimum of two of the named items, no one of which exceeds 90% of the total weight or cube of the shipment.

**Rule: CONTAINER CAPACITY**

**Rule #: 2-040**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as shown below regardless of the actual capacity.

A. For Dry Containers (Subject to Note 1):  
SIZE (IN FEET)

W	H	L	Inside Cubic Capacity
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8'	9'6"	45'	5.94 cbm (3035 cft)
8'	9'6"	40'	6.42 cbm (2699 cft)
8'	9'	40'	2.21 cbm (2550 cft)
8'	8'6"	40'	7.70 cbm (2391 cft)
8'	8'	40'	3.80 cbm (3.41 cbm (1180 cft)2253 cft)
8'	8'6"	20'	3.41 cbm (1180 cft)
8'	8'	20'	1.26 cbm (1104 cft)

B. For Reefer Containers (Subject to Note 1):  
**SIZE (IN FEET) INSIDE CUBIC CAPACITY**

W	H	L	INSIDE CUBIC CAPACITY
8'	8'	20'	5.7 cbm
8'	8'6"	20'	8.1 cbm
8'	9'6"	20'	5.89 cbm
8'	9'	40'	9.52 cbm
8'	8'6"	40'	5.45 cbm

NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in various States of the U.S.A.

**Rule: SHIPPER FURNISHED CONTAINERS**

**Rule #: 2-050**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

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 rules and regulations of this tariff.

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

## **Rule: MEASUREMENT AND WEIGHT**

### **Rule #: 2-060**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

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 NRAs 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 KILOGRAMMES.

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 Shippers. 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-weighing, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

### **Rule: Overweight Containers**

#### **Rule #: 2-070**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

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

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

## **Rule: SHIPPER'S LOAD AND COUNT**

### **Rule #: 2-080**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

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 clausd, 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 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.

## **Rule: DIVERSION OF CARGO (BY SHIPPER OR CONSIGNEE)**

### **Rule #: 2-090**

Filed on: 11/10/2012

Effective: 11/10/2012

Thru:

Expire:

Amendment: 001

Assessorial attached with application of Optional.

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

#### **A. Definition of Diversion:**

A change in the original billed destination (which may also include a change in Consignee, order party, or both).

A change in Consignee, order party or both will not be considered as diversion of cargo.

#### **B. Conditions:**

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall at the sole discretion of the Carrier: a) assess the rates and charges as agreed to in the pertinent Negotiated Rate Arrangement to the original destination; or b) assess the actual amount of expense incurred by Carrier in implementing the diversion, and c) if "b)" is applicable, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/container for cargo received and diversion requested prior to vessel departure, or up to \$300/container for cargo received and diversion requested post vessel departure, from origin port.
6. Diversion charges or administrative charge are payable by the party requesting the diversion.

## **Rule: MIXED SHIPMENTS**

### **Rule #: 2-100**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

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 commodity rates, 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, apply on each article 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.

## **Rule: RESTRICTED ARTICLES**

### **Rule #: 2-110**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Unless otherwise specified in tariffs making reference hereto, the following articles of property will not be accepted for transportation nor as premiums accompanying other articles.

1. Ammunition, small arms and high explosive shells.
2. Animals, live, domestic or wild (including pets) or ostriches.



3. Bank bills, coin or currency; deed, drafts, notes or valuable papers of any kind; jewelry; 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; or other articles of extraordinary value.

4. Corpses or cremated remains.

5. Decorations, viz: bushes, Christmas trees, plants or trees, natural, preserved.

6. Eggs, viz: Hatching.

7. Fireworks of any description.

8. Freight transported in bulk (Not packaged).

9. Fruit or Vegetables, viz: fresh.

10. Meats, fresh; poultry or rabbits, dressed.

11. Nursery stock.

12. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl.

13. Silver articles or ware, sterling.

14. Livestock.

15. 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.

16. 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.

17. Except as provided in tariffs making reference hereto, shipments requiring temperature control.

18. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

**Rule: FREIGHT ALL KINDS (FAK)**

**Rule #: 2-120**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Unless otherwise provided herein, any item described as Freight All Kinds shall consist of a MINIMUM of two different commodity items. Further restrictions to the item shall be contained in the individual Commodity Item.

**Rule: LATE DOCUMENTATION FEE**

**Rule #: 2-150**

Filed on: 05/09/2011

Effective: 05/10/2011

Thru:

Expire:

Amendment: 001

Shipper shall provide Carrier with complete, accurate and timely documents to enable Carrier to timely prepare bills of lading. If Shipping Instructions are not presented 24 hours prior to vessel CUT OFF from port of load, a Late Documentation Fee shall be applied in an amount corresponding to amounts claimed by the underlying carrier, terminal, government agency, or any other source related to the untimely receipt of documents from the Shipper. Such charges incurred by the Carrier plus up to an additional \$50.00 shall be assessed on a Prepaid basis.

**Rule: SUBMISSION OF CARGO DECLARATION DATA**

**Rule #: 2-170**

Filed on: 06/02/2011

Effective: 06/02/2011

Thru:

Expire:

Amendment: 001

#### **A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.**

Pursuant to Customs regulations effective December 2, 2002, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each 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 provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs Service at least 24 hours prior to the loading of the cargo on Carrier's vessel. Failure to comply with these requirements will result in cargo not being loaded.

1. A precise description of the cargo (or the 6-digit HTS 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 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo, Cargo, N.O.S.,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.
2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service 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. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.**

Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:

## 1. U.S.A. IMPORT SHIPMENTS

Per ISF 10+2 rule:

All 12 data elements must be submitted 48 hours prior vessel loading on foreign port (port of origin); changes on consolidator or stuffing location can be submitted up to 48 hours prior vessel arrival into US. U.S. Customs and Border Protection (CBP) has just recently announced that it will begin issuing liquidated damages (penalties of \$5,000 for each violation; up to \$10,000 per shipment) for non-compliant ISF filings.

**LATE ISF:** \$5,000 penalty if the ISF is not filed at least 48 hours prior to lading aboard a vessel destined to the USA. This includes untimely filing of an ISF update and/or flexible ISF filing.

**INACCURATE ISF:** \$5,000 per inaccurate and/or incomplete ISF filing. This includes missing and/or incorrect AMS bill of lading number representing the lowest level (e.g., HB/L).

**AMENDMENTS:** \$5,000 for inaccurate or late ISF updates including an incorrect update to a flexible ISF filing

## 2. U.S.A. EXPORT SHIPMENTS

Carrier will require complete and accurate shipping instructions by the DOC DUE BY (Document Due By) date mentioned on the NRA Booking / Rate Confirmation document. If not received by Doc due by (Document Due By) date, cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (rollover fee, handling, demurrage, etc.) will be billed to the Shippers/Owners Account.

U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations. Exporters can review the AES regulations at <http://www.census.gov/foreign-trade/regulations/index.html> Any penalties imposed by CBP will be billed to the Shippers/Owners.

## C. CERTAIN 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 in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective tariff, and has posted the required financial security with the FMC.

1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(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 the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, 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.

2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the 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. 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 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 the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

#### **D. 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 pursuant to paragraph B; or (ii) the certification required by paragraph C 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-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, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder 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 reasonable attorneys' fees and expenses) incurred in connection with such legal action.

## **E. INDEMNIFICATION OF CARRIER.**

If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. A \$500 USD processing fee will also apply. Carrier shall have a lien on cargo in its possession for amounts due hereunder 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.

## **F. CONFIDENTIALITY.**

Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container-load cargo containing shipments by more than one Shipper.

## **G. DOCUMENTATION CHARGES.**

See Rule No. 2-150 for charges to apply.

## **Rule: BULK AGRICULTURE PRODUCTS**

### **Rule #: 2-180**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

1. The following conditions apply to international intermodal shipments of Bulk Agriculture Products shipped in containers on or via underlying ocean carriers and the Burlington Northern

and Santa Fe Railway Company ( BNSF ) and the Union Pacific Railroad Co. ( UP ), as underlying carriers. No transportation of Bulk Agriculture Products by Carrier in containers will be arranged with underlying ocean carriers or transported by BNSF/UP unless Shipper adheres to all conditions of this rule. Carrier must accept the terms and conditions of the BNSF Intermodal Rules and Policies Guide in effect at the time a shipment of Bulk Agriculture Products, and therefore, Shippers must also accept those terms as a precondition to booking cargo with Carrier when Carrier intends usage of the underlying ocean and rail service from underlying ocean carriers and BNSF/UP, respectively. Shipper acknowledges that it has reviewed the BNSF Intermodal Rules and Policies Guide, available for viewing and printing at:  
[http://www.bnsf.com/markets/intermodal/intermodal\\_rules\\_and\\_policies\\_guide.html](http://www.bnsf.com/markets/intermodal/intermodal_rules_and_policies_guide.html)

2. Loading of Bulk Agriculture Products is acceptable only when loaded in underlying ocean carrier s ISO container equipment conforming to or exceeding AAR M-930 specification. Containers must be suitable to carry concentrated weight, have no visible defects, and be capable of restraining outward pressure on the container that could lead to equipment failure during dynamic handling in the rail environment.

3. Bulk Agriculture Products must be designated by commodity description, Bulk Agriculture, and proper Standard Transportation Commodity Code ( STCC ) on the bill of lading. Shipper must not use a FAK STCC commodity or commodity description.

4. Shipper agrees to load the shipment in compliance with BNSF container loading specifications that include even floor weight distribution and adequate blocking and bracing. Shipper agrees to weigh and certify each load before tendering to Carrier. Gross weight cannot exceed federal highway regulations nor may cargo weight exceed manufacturers specification for the equipment. It is shippers responsibility to determine any weight limitations imposed by underlying ocean carriers and to adhere to these.

5. Shipper also agrees to provide a securely affixed bulkhead at the rear of the container to ensure undue pressures are not exerted against the rear doors, which could lead to failure of the doors or discharge of product when opened. Bulkhead material and construction are subject to BNSF Load and Ride Solutions approval. Shipper also agrees to perform a post loading container/chassis inspection, which includes a thorough inspection of the undercarriage, flooring and all supporting components and to correct defects or reject equipment which would cause leakage or loss of product from the equipment. Shipper must reject and not tender to Carrier for transport any defective or inadequate equipment or any equipment containing a deformation of any cross-member. Shipper also agrees to use high security barrier seals that will be affixed to the container rear doors.

6. Carrier or the underlying ocean carrier, or BNSF/UP may remove from transportation and place in storage pending further disposition any shipment of Bulk Agriculture Products which Carrier, underlying ocean carrier or BNSF discovers does not comply with the conditions set forth herein or with the BNSF/UP Intermodal Rules and Policies Guide. A Shipper tendering a non-complying shipment will be assessed charges and liquidated damages to cover costs associated with additional handling and any disruption in service. Storage charges will be assessed in addition to the above surcharges.

7. Acceptance for transportation by Carrier, underlying ocean carrier or BNSF/UP of a container of Bulk Agriculture Products which is not in compliance with this rule or the BNSF Intermodal Rules and Policies Guide will not serve to release the Shipper from its obligations.

8. Carrier highly recommends the use of fully encapsulated bags to protect the product and equipment during transport; however this is left to the Shipper's discretion. Shipper will also indemnify and hold Carrier harmless for product deterioration, equipment contamination, leakage, or product loss.

9. For the purpose of determining Shipper's liability and obligation to defend and indemnify Carrier under this rule, and BNSF/UP pursuant to the Shipper General Liability item in the BNSF Intermodal Rules and Policies Guide, the Shipper agrees that its failure to comply with the conditions set forth above shall constitute a failure to comply with equipment specifications and standards, or a failure to load, brace, and distribute the weight of the lading properly, as the case may be.

10. The party tendering Bulk Agriculture Products to Carrier to be tendered to underlying ocean carrier or BNSF/UP agrees to indemnify, defend, and hold harmless Carrier, underlying ocean carrier and BNSF/UP from any and all claims, liabilities, fines, penalties, costs, losses, liens, causes of action, suits, demands, judgments, expenses, and damages (including, without limitation, court costs and attorneys fees) resulting, in whole or in part, from: a) the improper blocking or bracing or loading of Bulk Agriculture Products; or b) the use of a container that is for any reason unsuitable for the movement of Bulk Agriculture Products. In the event that Shipper has not met the terms of this rule, Shipper agrees to release Carrier, underlying ocean carrier and BNSF/UP from any and all claims shipper could otherwise assert against underlying ocean carrier or BNSF/UP for loss or damage to Shippers shipments or their contents.

11. To the fullest extent permitted by law, all the foregoing obligations by Shipper to defend and indemnify the underlying ocean carriers, Carrier, and BNSF/UP shall apply regardless whether the underlying ocean carriers, Carrier, and BNSF/UP (including their agents and employees) are negligent, unless the liabilities to be indemnified are wholly due to the sole negligence of the underlying ocean carriers, Carrier, and BNSF/UP. The foregoing obligations by Shipper to defend and indemnify the underlying ocean carriers, Carrier, and BNSF/UP apply to liabilities for personal injury and death claims as well as to property damage claims.

## **Rule: USA/CANADA PORT CONGESTION SURCHARGE**

### **Rule #: 2-191**

Filed on: 12/31/2012

Effective: 02/06/2013

Thru:



Expire:

Amendment: 001

**(“CORRECTED”)**

In order to address the potential risk of significantly increased port congestion as result of any labor related issues a USA and Canada Port Congestion Surcharge applicable to all shipments to/from any ports in the United States and Canada. All NSA contract, NRA contract, and tariff rates are subject the USA Port Congestion Surcharge.

The amounts of the surcharge are as follow and are applicable to both dry and reefer shipments:

USD 800 per 20ft container

USD 1000 per 40ft STD

USD 1125 per 40ft HC

USD 1266 per 45ft container

Please note this is a precaution to address the potential for congestion as result of possible labor actions. Should there be no labor action and subsequent congestion disrupting operations, this tariff rule 2-191 filing will be nullified.

## **Rule: RATE APPLICABILITY RULE**

### **Rule #: 3**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

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

## **Rule: HEAVY LIFT**

### **Rule #: 4**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Not Applicable.

**Rule: EXTRA LENGTH**

**Rule #: 5**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Not Applicable.

**Rule: MINIMUM BILL OF LADING CHARGES**

**Rule #: 6**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

The minimum charge per Bill of Lading, unless otherwise provided, shall be the charge for one ton of the commodity being shipped, exclusive of all surcharges.

**Rule: PAYMENT OF FREIGHT CHARGES**

## **Rule #: 7**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

### **A. CURRENCY**

NRAs 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 publications in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, to adjust the NRAs and charges as required.

### **B. PAYMENT IN U.S. DOLLARS**

Except as otherwise provided, freight and charges shall be prepaid in the United States in United States dollars.

### **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.

**Rule: BILL(S) OF LADING**

**Rule #: 8**

Filed on: 05/09/2011

Effective: 05/10/2011

Thru:

Expire

Amendment: 001

Carrier's bill of lading includes the following clauses on its front side:

Received by the Carrier in apparent good order and condition unless otherwise indicated hereon, the Container(s) and/or goods hereinafter mentioned to be transported and/or otherwise forwarded from the Place of Receipt to the intended Place of Discharge or Place of Delivery, whichever is applicable, upon and subject to all the terms and conditions in the CARRIERS applicable tariff and are electronically available at [www.grunners.com](http://www.grunners.com). If required by the Carrier, this Bill of Lading, duly endorsed, must be surrendered in exchange for the Goods or delivery order. In WITNESS whereof one (1) original bill of Lading has been signed if not otherwise stated below, the same being accomplished the other(s), if any, to be void. If required by the carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order. For terms and conditions of Carrier's bill of lading, as printed on its reverse side, please see Rule 8-010 (B/L Terms 1-18).

**Rule: BILLS OF LADING: TERMS 1-18**

**Rule #: 8-010**

Filed on: 08/19/2011

Effective: 08/19/2011

Thru:

Expire:

Amendment: 001

## **1. DEFINITIONS:**

"Vessel" means the intended Ocean Vessel named on the front hereof and any vessel, craft, lighter or other means of conveyance which is or shall be substituted in whole or in part by the Carrier and also includes any other Vessels onto which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage covered by this Bill of Lading or any part thereof.

Carrier means GLOBERUNNERS, INC., acting as a non-vessel operating common carrier, as defined under the Shipping Act of 1984, 46 App. U.S.C. 1702(17)(B).

"Merchant" includes any Person who at any time, in relation to the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons.

"Container" includes container, flat, pallet and any other receptacle for Goods (excluding a ship, a rail or road vehicle or an aircraft but including a trailer towed or intended to be towed by a road vehicle) supplied or intended to be supplied by or on behalf of the carrier or the carriage of cargo.

"Charges" includes freight, demurrage, and all expenses and monetary obligations incurred and payable by the Merchant.

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

"Place of Receipt", "Intended Port of Loading", "Intended Port of Discharge" and "Intended Place of Delivery", means respectively the place of receipt, port of loading (ocean vessel), port of discharge (ocean vessel) and place of delivery nominated on the front hereof.

The term "Goods" means the whole or any part of the cargo described on the fact 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. CLAUSE PARAMOUNT:**

This Bill of Lading, in so far as it pertains to sea carriage, shall have effect subject to the provisions of the Hague-Visby Rules, as amended, or any legislation compulsorily applicable to such carriage under the law in force at the port of loading or port of discharge, which gives effect to the provisions of the Carriage of Goods by Sea Act of 1936 (COGSA), and the Carriage of Goods by Water Act of Canada (COGWA). The Hague Rules (or COGSA or COGWA) shall

also apply to carriage of goods by highways, roads and inland waterways and reference to carriage by sea in such rules or legislation shall be deemed to include reference to highways, roads and inland waterways. If anything herein contained by in consistent with the said Acts or Laws, it shall to the extent and on the occasion of such inconsistency and no further, be null and void. The Carrier shall be entitled to the full benefit of and right to all limitations of or exemptions from liability authorized by any provisions of Sections 4281 to 4287 of the Harter Act, as amended, and of any other provisions of the laws of the United States, and without prejudice to the generality of the foregoing, also any laws, statutes, or regulations available to the owner of the vessel(s) on which the Goods are carried. If and to the extent that the provisions of the Harter Act of 1893, as amended, would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the goods during any period prior to loading on or after discharge from the vessel, the Carrier's responsibility shall instead be determined by the provisions of section (3) below, but if such provisions are found to be invalid, such responsibility shall be subject to COGSA. It is agreed that such Acts and Laws shall also apply to deck cargo.

### **3. CARRIER'S RESPONSIBILITY:**

**A. PORT TO PORT SHIPMENT:** Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge. Notwithstanding the above where the Space(s) entitled "Place of Receipt" and/or "Place of Delivery" on the face hereof are completed, the contract contained in or evidenced by this Bill of Lading is for through transportation from and/or to the place(s) so named and the Carrier's responsibility shall then commence at the time when the Goods are delivered at the Place of Delivery so named (if any) and/or terminate when the Goods are delivered at the Place of Delivery so named (if any). The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with other for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent, enter into contracts with other on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

**B. COMBINED TRANSPORT:** Save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below.

1. Where the stage of Carriage where the loss or damage occurred cannot be proved:

(I) The Carrier shall be entitled to rely upon all exclusions of liability under the rules or legislation that would have applied under 5(A)(a) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA).

(II) Where under (1) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.

(III) Where the Hague Rules (or any legislation applying such rules or Hague-Visby Rules such as COGSA) is not compulsorily applicable the Carrier's liability shall not exceed US \$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.

(IV) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered, or, if there is no such price, according to the current market price by reference to the normal value of the Goods of the same kind and quality, at such place and time.

2. Where the stage of Carriage where the loss or damage occurred can be proved:

(I) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions (II) cannot be departed from by private contract to the detriment of the Merchant (III) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document must be issued in order to make such international convention or national law applicable, and,

(IV) where neither (I) or (II) above shall apply any liability of the Carrier shall be determined by 5(C)(a) above.

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

**D. PACKAGE OR SHIPPING UNIT LIMITATION:** Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with (c) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to COGSA is US\$500. If no limitation amount is applicable under such Rules or legislation, the limitation shall be US\$500.

**E. AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT:** The Carrier's liability may be increased to higher value by a declaration in writing of the value of the Goods by the Merchant upon delivery to the Carrier of the Goods for shipment. Such higher value being inserted on the front of this Bill of Lading in the space provided for and, if required by the Carrier, extra freight paid in such case. If the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

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

**G. NOTICE OF LOSS OR DAMAGE:** The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent within three consecutive days thereafter.

**4. REFRIGERATED CARGO:** 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, derangement, 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 Carriage exercise due diligence to maintain the special hold or Container in an efficient state. Merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In the case of a temperature controlled Container stuffed by or on behalf of the Merchant, Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for packing 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. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever. .

**5. CARGO STOWED IN CONTAINERS BY MERCHANTS:** The Carrier shall not be responsible for the safe and proper stowing of cargo in containers if such containers are loaded with cargo by Merchant, consolidator or inland carrier, and no responsibility shall attach to the Carrier for any loss or damage caused to contents by shifting, overloading or improper packing of the container. Containers loaded by the Merchant or their agent shall be properly sealed and the seal identification reference, as well as the container reference, shall be shown herein. The merchant, consolidator or inland carrier shall inspect containers before loading them and loading of the containers shall be prima facie evidence that the containers were sound and suitable for use. 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. 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. The Carrier will not be liable in any event for the particulars furnished by the Merchant as shown on the face of this Bill of Lading. This Bill of Lading is a receipt only for the number of containers, packages or pieces as shown on the face of this Bill of Lading. The Carrier has counted only the number of containers (If container received already loaded) or the number of packages or pieces (if the Carrier has loaded the container) and under no circumstances shall the Bill of Lading be prima facie evidence of the marks, quantity, weight, description, measurement and other particulars furnished by the Merchant. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact. The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability, or expense what so ever arising from one or more of the following matters: loss or damage caused by the manner in which the Container has been stuffed; loss or damage caused by the unsuitability of the Goods for Carriage in Containers; loss or damage caused by the unsuitability or defective conditions of the Container, provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed; and loss or damage if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

## **6. OPTIONS OF THE CARRIER:**

**a) Subcontracting:** The Carrier shall be entitled to subcontract on any terms the whole or any part of the handling, storage or carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant shall defend, indemnify and hold harmless the Carrier against any claims which may be made upon the Carrier by any servant, agent or subcontractor of the Carrier in relation to the claim against any such person made by the Merchant. The provisions of COGSA shall apply by agreement of the parties to all agents, contractors, and subcontractors, including but not limited to, draymen, truckers, and stevedores, prior to the loading of and after the unloading of the cargo. Without prejudice to the foregoing, every such servant, agent and subcontractor shall be entitled to the same rights, exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Bill of Lading, tariff or statute, including but not limited to the provisions of COGSA, to which Carrier is entitled and for the benefit of the Carrier as if such provisions were expressly for their benefit, and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his Own behalf but also as agent and trustee for such servants, agents and subcontractors. The above shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and crew of the vessel and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators, and agents) and the employees of each of them. By entering into this contract, the Carrier, to the extent of these provisions, does so not only on his own behalf, but also as agent or trustee for such Persons and vessels, and such Persons and vessels shall to this extent be deemed parties to this contract.

**b) Route and Tran-shipment:** The Carrier may at anytime and without notice to the Merchant, use any means of transport or storage in any reasonable manner and by any reasonable means,

methods and routes, including but not limited to, inland carriage by truck, rail and/or air; load or carry the Goods on any vessel, whether named on the front hereof or not; transfer the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in Carrier's discretion (whether or not the nearest, direct, customary, advertised, or published route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government, authority, or any Person or body acting or purporting to act as or on behalf of such government or authority, or having under the terms of the insurance on the conveyance employed by the Carrier, the right to give orders or directions; permit the vessel to proceed with or without pilots, save or attempt to save life or property, adjust navigational instruments, make trial trips, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons to tow or be towed, or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores, and sail armed or unarmed. These liberties may be invoked by the Carrier (without notice to the Merchant), either with or without the goods on board, for any purposes whatsoever, whether or not connected with the Carriage of the Goods. Any act involving delays resulting from such activities shall not be deemed a deviation of whatsoever nature or degree.

**c) Hindrance affecting Performance:**

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

i. treat the performance of this contract as terminated, abandon the Carriage of the Goods and place the goods, or any part of them, at Merchant's disposal at any place which the Carrier shall deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease; or

ii. continue the Carriage and deliver the goods at the place of delivery. In any event, Carrier shall be entitled to full freight for any goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

2. If, after storage, discharge, or any actions taken 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. Merchant shall reimburse Carrier forthwith upon demand for all extra freight charges and expenses incurred for

any actions taken according to sub-part 6(c), including delay or expense to the Ship, and Carrier shall have a lien upon the goods to that extent.

3. The situations referred to in sub-part 6(c) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances, closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage.

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 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.

d) Variation of the Contract: Only Carrier's officers, directors, or agents with actual authority shall have power to waive, vary, alter, or modify any terms herein. Any changes must be agreed upon in writing by Carrier and Merchant.

e) Stowage in Containers: Where the goods are not received by Carrier already in containers or the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality. Goods may be stuffed by the Carrier and may be stuffed with other Goods. 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.

f) On Deck Storage: Containers, whether goods therein be stowed by the Carrier or by the Merchant, and uncontainered unit load machinery may be carried on or under deck without notice to the Merchants and if they are so carried the Hague Rules are incorporated herein shall be applicable notwithstanding carriage on or under deck and the Goods and/or containers shall contribute in General Average whether carried on or under deck

**7. GOVERNMENT DIRECTIONS, ETC.:** The Carrier, Master and Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise, howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the

terms of war risk insurance on the Vessel, the right to give such orders or directions shall be a fulfillment of the contract voyage. In addition to all other liberties herein, the Carrier shall have the right to withhold delivery of, reshipe to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods or permit inspection or other control in accordance with any direction, condition or agreement imposed upon or extracted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them, In any of the above circumstances, the Goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the cargo owner or consignee and shall be a lien on the goods.

**8. MERCHANTS RESPONSIBILITY:** Merchants and their agents shall be jointly and severally liable to carrier for any loss or damage to containers or Goods while in their possession or the possession of their agents. The Carrier shall not in any event be liable for any loss, delay, damage or injury to the Goods, or to other property or to any persons arising out of the use or handling of Carrier's containers by Merchant or their agent. Merchant shall defend, indemnify and hold the Carrier harmless from and against any and all claims, loss, damage or fines on a container or the Goods before delivery to the Carrier at the port of loading or between containers to the Carrier. If the goods are delivered in a container, the Merchant undertakes to return the container promptly to the Carrier in the same condition as when received from the Carrier. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband. If the Container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the Container meets all ISO and/or other international safety standards and is fit in all respects for Carriage by the Carrier. The Merchant shall defend, indemnify and hold harmless the Carrier for any injury, loss or damage, including fines arising from Merchant's failure to declare correctly herein any of the particulars furnished by him, including marks, quantity and description of the goods, weight and cubic measurement of goods and the exact total gross weight of container (container tare weight and cargo weight) and also for any kind of rerouting of the Goods at the Merchant's request or for any other act, fault or neglect of the Merchant, his agent or his servants for which the Carrier may become liable. If the container is discharged from the vessel with seals intact, the Carrier shall not be liable for any loss or damage to contents of container unless it be proven that such loss or damage was caused by the Carrier's negligence. Merchant shall defend, indemnify and hold harmless the Carrier against any loss or damage to the vessel or cargo or to any persons or property caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such Merchant be principal or agent and such Goods so shipped may be thrown overboard or destroyed at any time without compensation

## **9. FREIGHT AND CHARGES:**

a) Pre-paid freight, whether actually paid or not, shall be earned upon receipt. Payment shall be in full and in cash without any offset, counterclaim, deduction or stay of execution, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 12% shall run from the date when freight and charges are due. If the services of a freight forwarder

are used for this transportation, those services shall be deemed to be performed as agent of Merchant and payment of freight to the freight forwarder is not payment to Carrier. Full freight shall be paid on damaged or unsound goods. In any referral for collection or action against Merchant for monies due to Carrier, upon recovery by Carrier, Merchant shall pay the expenses of collection and litigation, including reasonable attorneys' fees.

b) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing on board and expenses incurred in repairing damage to and replacing of packaging due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.

c) Any dues, duties, taxes and charges, which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the Vessel shall be paid by the Merchant.

d) The Carrier shall be entitled to all freight and other Charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the vessel and/or goods be lost or not, or the voyage be broken up, or frustrated, or abandoned at any stage of the entire transit period or whether Merchant has already made payment to the freight forwarder.

e) The Merchant shall be jointly and severally liable for all, and indemnify the Carrier against all dues, duties, fines, taxes and Charges, including consular fees levied on the goods or all fines and/or losses sustained or incurred by the Carrier in connection with the goods however caused, including the procedure consular, board of health, or other certification to accompany the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government.

f) The Carrier is entitled, and Merchant is liable, in case of incorrect declaration of contents, weight, measurements or value of the Goods, to claim double the correct amount of freight which would have been due if such declaration had been correctly given. For the purposes of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified. Merchant will also be liable for the expenses incurred in determining and ascertaining the correct details.

g) Merchants shall be jointly and severally liable to Carrier for demurrage, detention, general order, advances and any and all costs associated with the abandonment of the freight or a refusal of the consignee to make delivery whether or not the front of this bill of lading has been marked "prepaid " or "collect " so long as freight and charges remain unpaid.

h) Merchants 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 Merchant of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

i) Merchant authorizes the Carrier to pay and/or incur all such Charges and expenses and to do any matters mentioned above at the expense of and as agent for the Merchant, to engage other Persons to regain possession of the Goods, and to do all things deemed advisable to the Carrier for payment of all Freight and Charges and for the performance of the obligation of each of them hereunder.

j) Carrier has opted to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements (“NRAs”) effective April 18, 2011.

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

l) Carrier’s Rules are provided free of charge to Shipper at [www.grunners.com](http://www.grunners.com). containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.

m) Carrier shall issue booking confirmations which will constitute an offer by Carrier to Shipper of transportation services pursuant to 46 C.F.R. §520.13 and §532 agreed to by Shipper. The terms contained in the Booking Confirmation shall be a valid offer for thirty days from the booking date. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.

n) Rates may not be modified in an NRA after the time the initial shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation.

**10. GENERAL AVERAGE:** General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1974. The General Average statement shall be prepared by adjusters appointed by Carrier. The Amended Jason Clause as approved by BIMCO is incorporated herein, and the Merchant shall provide such security as may be required by the Carrier in this regard. Notwithstanding the above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim, whether due to negligence or not, (and any expense rising there from) of a General Average nature which may be made against the Carrier, and shall provide such security as may be required by the carrier in this connection. If a salvaging vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to strangers. The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

**11. LIEN:** The Carrier shall have a general lien on all property (and documents relating thereto) of Merchant, in its possession, custody or control or en route, for all claims for Charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier shall be

entitled to sell the goods privately or by auction, without prior notice to the Merchant, 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. To the extent that portions of this section are contrary to local law, the terms which are not contrary shall remain in force and effect.

## **12. WAREHOUSEMAN LIEN**

If Goods go into demurrage in the United States, Carrier shall assume all rights of a warehouseman, and this Bill of Lading shall constitute a warehouseman's non-negotiable receipt. Goods will be delivered to the consignee or other Person(s) entitled to receipt of the goods upon payment of all Charges due. If Goods are not claimed within ten (10) days after demurrage commences, Carrier may exercise its warehouseman's right to sell or auction such Goods. Carrier may assert a general lien for Charges and expenses in relation to other Goods, whether or not these Goods have been delivered by Carrier.

**13. LAW AND JURISDICTION:** Any claim or dispute arising under this Bill of Lading shall be determined exclusively according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the United States District Court for the Southern District of New York. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriers, including such carriers forum selection and limits of liability. Carrier reserves the right to bring suit against the Merchant for the collection of freight or other charges in any venue having jurisdiction over Merchant.

**14. BOTH- TO-BLAME COLLISION CLAUSE:** If the vessel carrying the Goods (the carrying vessel) collides with any other vessel or object (the non-carrying vessel or object) due to the negligence of the non-carrying vessel or object, or their owner(s), charterer(s), or Person(s) responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify, and hold harmless the Carrier against all claims, liability, costs, attorneys fees, and other expense arising there from, in respect of any loss, damage, or claim whatsoever of the non-carrying vessel or object.

**15. NOTICE OF CLAIM AND TIME BAR:** Written notice of claims for loss of or damage to the Goods occurring or presumed to have occurred while in the custody or control 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 the Carrier. If such loss or damage is not apparent, Carrier must be given written notice within three (3) days of delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought in the United States District Court for the Southern District of New York within twelve (12) months after delivery of the Goods, or the date when the Goods should have been delivered, unless such time bar is contrary to any compulsorily applicable international convention or law which shall apply.

**16. CARRIER'S TARIFF(S) AND TERMS AND CONDITIONS OF SERVICE:** The goods carried under this Bill of Lading are also subject to all the terms and conditions of the tariff(s) on file pursuant to the regulations of the United States Federal Maritime Commission 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 the Carrier's tariff(s) may be obtained from Carrier or its agents upon request or from the governmental body with whom the tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail.

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

**18. SURRENDER AND NEGOTIABILITY OF BILL OF LADING:** This Bill of Lading shall be non-negotiable unless made out to order, in which event it shall be negotiable and shall constitute title to the Goods and the holder in due course shall be entitled to receive or to transfer the Goods herein described. If required by the Carrier, the Bill of Lading, duly endorsed, must be surrendered to the agent of the Carrier at the port of discharge, in exchange for a delivery order. This Bill of Lading shall be prima facie evidence of the Carrier's receipt of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

## **Rule: FREIGHT FORWARDER COMPENSATION**

### **Rule #: 9**

Filed on: 05/19/2011

Effective: 05/20/2011

Thru:

Expire:

Amendment: 001

A. INBOUND

NOT APPLICABLE

B. OUTBOUND

1. Compensation will not be paid to a licensed Ocean Transportation Intermediary ( OTI ) acting as ocean freight forwarder except as the Carrier may provide on a case by case basis as



negotiated and agreed with the OTI prior to cargo being tendered, or as may be provided in NVOCC Service Arrangements ( NSA ) from time to time.

When compensation is to be paid as provided herein, it will only be paid to the extent of the value of services rendered in connection with any shipment dispatched on behalf of others. Compensation will be paid when, and only when, such forwarder is licensed with the Federal Maritime Commission under the Ocean Shipping Reform Act, 1998 and 46 CFR 515, and has performed with respect to such shipment the solicitation and securing of the cargo and the booking thereof, or otherwise has arranged for space for such cargo and has performed at least two of the following services:

Rule:

- a. The coordination of the movement of the cargo.
- b. The preparation and processing of the ocean bill of lading.
- c. The preparation and processing of dock receipts and delivery orders.
- d. The preparation and processing consular documents and export declarations; and
- e. The payment of ocean freight charges on such shipments.

2. NRAs on Compensation:

- a. Such compensation shall be based as may be indicated in a NSA or otherwise agreed to between Carrier and OTI.
- b. The applicable percentage of ocean freight rate, or other basis for the payment of compensation shall be as indicated in a NSA or otherwise agreed to between Carrier and OTI.

3. Compensation will not be paid on the following, unless otherwise agreed to or specified in a NSA:

- a. Advance Charges
- b. Bunker, Currency, Congestion and War Risk Surcharges
- c. Cargo exempt from tariff regulations under the Shipping Act, 1984, as amended by the Ocean Shipping Reform Act of 1999.

**Rule: SURCHARGES AND ARBITRARIES**

**Rule #: 10**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Bunker Surcharge (Not applicable).  
Currency Surcharge (Not applicable).  
Port Arbitraries (Not applicable).

Surcharges that are assessed by the underlying ocean common carrier shall be for the account of the cargo.

## **Rule: MINIMUM QUANTITY NRAs**

### **Rule #: 11**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

When two or more freight NRAs are named for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the NRA specifying a required minimum quantity either weight or measurement per container or in containers 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 NRA if, the weight or measurement declared for rating purposes is increased to the minimum level.

## **Rule: AD VALOREM RATES**

### **Rule #: 12**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

A. 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.

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

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be three (3%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA.

## **Rule: TRANSSHIPMENT**

### **Rule #: 13**

Filed on: 04/18/2011

Effective: 04/18/201

Expire:

Not Applicable.

## **Rule: CO-LOADING IN FOREIGN COMMERCE**

### **Rule #: 14**

Filed on: 04/18/2011

Effective: 04/18/2011

Expire:

A. DEFINITION: For the purpose of this Rule "Co-Loading means 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 NRAs and charges only to the extent that such charges are provided in this tariff.

E. The carrier shall notify shippers that their cargo has been co-loaded by annotating each applicable Bill of Lading with the following statement:

Cargo covered by this Bill of Lading has been co-loaded with cargo of (Name(s) of other NVOCC's).

F. Carrier-to-Carrier Co-loading - Carrier engages in co-loading under agreement(s) with one or more other NVOCC's.

G. 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.

## **Rule: OPEN RATES IN FOREIGN COMMERCE**

### **Rule #: 15**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Not applicable.

## **Rule: HAZARDOUS CARGO**

### **Rule #: 16**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, rate; except where a specific NRA is provided for.

B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.

C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, W1V, OAE, England as listed below:

Class 1 - Explosives

2 - Gasses; Compressed, liquefied or dissolved under pressure

3 - Inflammable Liquids

4 - Inflammable Solids

5 - Oxidizing Substances and organic peroxide

6 - Poison and infectious substance

7 - Radioactive substance

8 - Corrosives

9 - Miscellaneous dangerous substance

10 - Agent Thomas A. Phemister, Water Carrier Tariff No. 32ICC No. 32, FMC 27 (Dangerous Articles Tariff)

11 - Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. - 600, ICC No. B.O.E. - 600, FMC F No. 2B

**Rule: GREEN SALTED HIDES IN FOREIGN COMMERCE**

**Rule #: 17**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Not applicable.

**Rule: RETURNED CARGO IN FOREIGN COMMERCE**

**Rule #: 18**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Not applicable.

**Rule: SHIPPERS REQUESTS IN FOREIGN COMMERCE**

**Rule #: 19**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Shipper request or complaints (including request for adjustment in NRAs, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page or Tariff Record

## **Rule: OVERCHARGE CLAIMS**

### **Rule #: 20**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

#### **A. Bill of Lading Commodity Description**

Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the NRA to be applied. The Bill of Lading description shall be subject to correction in the event of misdeclaration of commodity.

**B. Overcharges** For purpose of uniformity in handling claims for excess measurements, refunds will only be made as follows:

1. Where an error has been made by the dock in calculation of measurements.
2. Against re-measurement at port of loading prior to vessel's departure.
3. Against re-measurement by vessel's agent at destination.
4. By joint re-measurement of vessel's agent and consignee.
5. By re-measurement of a marine surveyor when requested by vessel's agent.
6. Re-measurement fees and cable expenses in all cases to be paid by party at fault.

In cases of claims by shipper of overcharge in weight certified invoice or weigher's certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984.

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.

## **Rule: USE OF CARRIER EQUIPMENT**

### **Rule #: 21**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs) the VOCC, either directly or via the carrier, provisions as published by the VOCC in its FMC tariff will be for the account of the cargo.

## **Rule: AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE**

### **Rule #: 22**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Not Applicable.

## **Rule: CARRIER TERMINAL RULES AND CHARGES**

### **Rule #: 23**



Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Not applicable.

## **Rule: NVOCC'S IN FOREIGN COMMERCE: BONDS AND AGENTS**

### **Rule #: 24**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

#### **A. Bonding of NVOCC**

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515 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.: 8820459

3. Issued By:

International Fidelity Insurance Company

One Newark Center

Newark, New Jersey 07102

#### **B. Agent for Service**

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is:

Not applicable - Carrier domiciled in the United States (See Title Page or Tariff Record).

2. In any instance in which GLOBERUNNERS INCORPORATED 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 than subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

## **Rule: CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE**

### **Rule #: 25**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

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 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

## **Rule: TIME/VOLUME RATES IN FOREIGN COMMERCE**

### **Rule #: 26**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Time-Volume Rates (TVR) are subject to the following conditions:

1. Offering Period - TVR are offered for the period shown in the individual TVR.
2. Commodity - Commodity is as shown in the individual TVR.
3. Minimum Volume - The minimum volume is as shown in the individual TVR.
4. Enrollment - Shipper(s) and/or Consignee(s) desiring to ship cargo under a TVR shall notify the carrier in writing. Enrollment must be in the name of the shipper or consignee making the application. Carrier shall notify shipper/consignee of the Enrollment Number assigned. Once Shipper has accepted the TVR it shall remain in effect for the time specified, without amendment
5. Ports/Points - TVR apply only from/to specific ports/points shown in the individual TVR.
6. Except as specifically provided in the individual TVR, all rules, regulations, conditions and charges in this tariff are applicable to TVR's.
7. Cargo shall be rated as per the applicable TVR. If shipper/consignee fails to ship the required minimum then shipper/consignee shall pay the difference between the TVR minimum and the actual quantity shipped at the TVR rate (if two or more rates are provided, the lowest rate shall apply) or shipments shall be re-rated at the tariff rate in effect at time of shipment, whichever produces the lowest total charge.
8. Shipments shall be counted toward only one (1) TVR.
9. Beyond its obligations as a common carrier, the carrier makes no commitment to any defined service level, such as assured space, transit time, port rotation or similar service feature.
10. Carrier shall maintain records sufficient to justify the application of TVR, including enrollment form and Bills of Lading for a minimum period of five (5) years after the expiration of the TVR.

## **Rule: LOYALTY CONTRACTS IN FOREIGN COMMERCE**

### **Rule #: 27**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Not applicable.

**Rule: NSA CONTRACTS IN FOREIGN COMMERCE**

**Rule #: 28**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

To the extent that Carrier enters into Non-vessel operating Common Carrier Service Arrangements (NSA s) with shippers, including other NVOCCs, the rates, charges, terms and conditions contained herein shall apply to the extent that the NSAs do not state to the contrary. Essential Terms of NSAs shall be published in accordance with the regulations of the Federal Maritime Commission.

**Rule: DEFINITIONS**

**Rule #: 29**

Filed on: 06/02/2011

Effective: 06/02/2011

Thru:

Expire:

Amendment: 001

CARGO, N.O.S. - means cargo (articles) not otherwise more specifically described in or provided for in this tariff.

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 NRA.

MOTOR CARRIER - means 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-rate item.

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 GLOBERUNNERS, INC., a Non-Vessel Operating Common Carrier (NVOCC) registered with the U.S. Federal Maritime Commission under FMC Organization No. 0, and licensed as Ocean Transportation Intermediary under FMC-OTI No. 020951NF.

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

RAMP - (Service Code R), means the location where carrier received or delivers cargo in containers. Ramp locations are usually, but not limited to, non-port and or rail locations.

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.

## **Rule: ABBREVIATIONS**

### **Rule #: 30**

Filed on: 06/02/2011

Effective: 06/02/2011

Thru:

Expire:

Amendment: 001

## **1. EXPLANATION OF ABBREVIATIONS**

Ad. Val. ----- Ad Valorem

A.Q. ----- Any Quantity

B.F. ----- Board Food 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

Concl. ----- Concluded

Cont'd ----- Continued

CFS ----- Container Freight Station

Cft. or cft. -- Cubic Foot or Cubic Feet

cm. ----- Centimeter

Cntr(s) ----- Container(s)

CU ----- Cubic

Cwt ----- 100 Pounds

CY ----- Container Yard

DDC ----- Destination Delivery Charge

Etc. ----- Et Cetera

exc. ----- Exceeding

F.A.K. ----- Freight All Kinds

F.A.S. ----- Free Alongside Ship

FCL ----- Full Container Load

FEU ----- Forty Foot Equivalent Unit

F.I. ----- Free In

F.I.O. ----- Free In and Out

F.I.O.S. ----- Free In, Out and Stowed

F.O. ----- Free Out

F.O.B. ----- Free On Board

F.M.C. ----- Federal Maritime Commission

Ft. ----- Feet or Foot

GOH ----- Garment On Hanger

Hdlg. Chgs. --- Handling Charges

I.D. ----- Inside Diameter

i.e. ----- That is

I S ----- Iron or Steel

Incl. ----- Inclusive

K.D. or K/D ----- Knocked Down

K.D.F. ----- Knocked Down Flat

Kilos ----- Kilograms

K/T ----- Kilo Ton

Lb. or Lbs. ----- Pound or Pounds



LCL or LTL----- Less than Container Load  
LS ----- Lumpsum  
L/T ----- Long Ton (2240 lbs.)  
LT/40 ----- Long Ton (2240 lbs.) or 40 Cubic Feet  
M ----- 1 Cubic Meter  
Max. ----- Maximum  
MBF or MBM ----- 1,000 Feet Board Measure  
Min. ----- Minimum  
mm ----- Millimeter  
n/exc. ----- Not Exceeding  
N.O.S. ----- Not otherwise specified in this Tariff  
No. or Nos. ----- Number or Numbers  
Pkg. or Pkgs. ---- Package or Packages  
PRC ----- People's Republic of China  
PRVI ----- Puerto Rico and U.S. Virgin Islands  
R/T ----- Revenue Ton  
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  
NRA -----Negotiated Rate Arrangement  
TRC ----- Terminal Receiving Charge

U.S.A. ----- United States of America

USD ----- United States Dollars

Viz. ----- Namely

Vol. ----- Volume

W ----- 1,000 kilos

W/M ----- 1,000 kilos or 1 cubic meter

WT ----- Weight

## **2. EXPLANATION OF CODES**

### CONTAINER SIZES

20 - 20 ft.

40S - 40 ft., 8'0"

40 - 40 ft., 8'6"

40A - 40 ft., 9'0" High Cube

40B - 40 ft., 9'6" High Cube

45X - 45 ft., Any Height

40X - 40 ft., Any Height

45S - 45 ft., 8'0"

45 - 45 ft., 8'6"

45A - 45 ft., 9'0"

45B - 45 ft., 9'6"

### CONTAINER TEMPERATURE CODES

AC - Artificial Atmosphere Controlled

CLD - Chilled

FRZ - Frozen

HTD - Heated

N/A - Not Applicable/Not Operating

RE - Refrigerated

VEN - Ventilated

#### CONTAINER TYPE CODES

AC - Atmosphere Control

FB - Flat Bed

FR - Flat Rack

GC - Garment Hanger

IM - Insulated

OT - Open Top

PC - Dry

RE - Reefer

#### HAZARD CODES

HAZ - Hazardous

NHZ - Non-Hazardous

N/A - Not Applicable

#### RATE BASIS CODE

AV - Ad Valorem

EA - Each (as defined)

LS - Lumpsum

M - Measure

PC - Per Container

W - Weight

WM - Weight/Measure

#### SERVICE CODES

S - Container Freight Station

Y - Container Yard

O - Port

D - Door

R - Ramp

### **3. EXPLANATION OF SYMBOLS AND AMENDMENT CODES**

(A) - Increase

(C) - Change resulting in neither nor decrease

(E) - Expiration

(I) - New or Initial Matter

(P) - Extension of Service

(R) - Reduction

(S) - Special Case Number

(T) - Terminal Rates, Charges, Tolls or Provisions over which carrier has no control.

(W) - Withdrawal of erroneous data

### **Rule: ACCESS TO TARIFF INFORMATION**

#### **Rule #: 31**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

<http://www.rateexplorer.com/rqnvoccRQ.HTML> GlobeRunners Inc. Tariff-001

[https://www.grunners.com/service\\_agreements/](https://www.grunners.com/service_agreements/) GlobeRunners Inc. NSA Essential Terms Publications

<http://www.grunners.com/terms/nvocc-rules-tariff-fmc-002> GlobeRunners Inc. Tariff-002

## **Rule: PROJECT RATES**

### **Rule #: 32**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

Not applicable.

## **Rule: EQUIPMENT SUBSTITUTION**

### **Rule #: 33**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

The following applies to Dry Containers only.

Carrier may, at its option, substitute a type of equipment other than that which was booked or ordered by the shipper or his agent, subject to the following conditions:

1. A 40' container may be substituted for a 20' container, at the rate and charges applicable to a 20' container.

**Rule: DOCUMENTAION REPRINT FEE**

**Rule #: 34**

Filed on: 06/02/2011

Effective: 06/02/2011

Thru:

Expire:

Amendment: 001

A \$50.00 Documentation Reprint Fee plus any and all applicable courier charges shall be assessed if changes to the Carriers Original Bill of Ladings are requested after the Carrier has already sent the Original Bill of Lading via courier to the Shipper/Owner of the cargo resulting in issuing a new Bill of Lading.

**Rule: TARIFF DATA TRANSFER - NAME CHANGE**

**Rule #: 200**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

On September 19, 2007, the data from the Liberty Container Line tariff was transferred from tariff 019964 - 001 to this tariff Globberunners Inc (20951) -001 due to a name change.

All expiration dates were retained from the Liberty Container Line tariff, causing rates in tariff Globberunners Inc (20951) -001 to appear to be valid for less than 30 days.

The original filings of these rates can be viewed in the Liberty Container Line Tariff 019964 - 001 at the following location:

<http://www.rateexplorer.com/rqnvoccRQ.HTML>

**Rule: TARIFF TITLE PAGE**

**Rule #: 300**

Filed on: 04/18/2011

Effective: 04/18/2011

Thru:

Expire:

**GLOBERUNNERS INCORPORATED**

**Between (US and World), 020951 - FMC-002**

**FROM: TARIFF ORIGIN SCOPE**

**TO: TARIFF DESTINATION SCOPE**

**Effective: 18April2011**

All information contained within this tariff is true and accurate and no unlawful alterations will be permitted.

**NVOCC NON-VESSEL OPERATING COMMON CARRIER**

**RULES TARIFF FMC-002**

NAMING

RULES AND REGULATIONS

BETWEEN US PORTS & POINTS AND WORLDWIDE PORTS & POINTS

A. Carrier has opted to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements (“NRAs”) effective April 18, 2011.

B. NVOCC NRA means the written and binding arrangement between an NRA shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from

origin to destination on and after receipt of the cargo by the Carrier or its agent. (originating carrier in the case of through Transportation.

C. Carrier's Rules are provided free of charge to Shipper at [www.grunners.com](http://www.grunners.com). containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.

D. Carrier shall issue booking confirmations which will constitute an offer by Carrier to Shipper of transportation services pursuant to 46 C.F.R. §520.13 and §532 agreed to by Shipper. The terms contained in the Booking Confirmation shall be a valid offer for ninety days from the booking date. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.

E. Rates may not be modified in an NRA after the time the initial shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation.

F. The writings provided in Carrier's Quotations, Booking Confirmations, Shipper's Letters of Instructions and e-mail exchanges between the Carrier and the shipper cumulatively contain offer(s) by Carrier pursuant to an FMC NRA exemption per 46CFR§532.6. Acceptance of the quotation shall become binding on all parties after receipt of the cargo by the carrier or its agent (or the originating carrier in the case of through transportation). If the terms and conditions contained in the aforementioned documents do not reflect Shipper's understanding, Shipper must notify Carrier immediately.

### **Publishing Office**

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