



## **Page International's NVOCC Tariff Rules**

### **RULE 1 - SCOPE**

Rules, regulations and rates published herein apply BETWEEN United States Atlantic and Gulf Coast Ports in the Eastport, Maine/Brownsville, Texas Range, United States Pacific Coast Ports in the Seattle, Washington/San Diego, California Range, Great Lakes, Puerto Rico, Hawaii and Alaska Ports and Inland Points (See Paragraph A) AND Worldwide Ports and Points (See Paragraph B):

#### **A. UNITED STATES**

U.S. Inland points in the following states:  
Alabama, Alaska, Arizona, Arkansas, California,  
Colorado, Connecticut, Delaware, Florida, Georgia,  
Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas,  
Kentucky, Louisiana, Maine, Maryland, Massachusetts,  
Michigan, Minnesota, Mississippi, Missouri, Montana,  
Nebraska, Nevada, New Hampshire, New Jersey, New  
Mexico, New York, North Carolina, North Dakota,  
Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico,  
Rhode Island, South Carolina, Tennessee, Texas,  
Utah, Vermont, Virginia, Washington, West Virginia,  
Wisconsin, Wyoming, South Dakota.

#### Service:

Motor/Ocean, Ocean/Motor, Rail/Ocean, Ocean/Rail and  
Rail/Motor/Ocean combinations of service with single  
factor through rates as specified in the TLI's.

#### Interchange Ports:

United States Ports on the Atlantic, Gulf, Pacific,  
Great Lakes Coasts, in Puerto Rico, Hawaii and  
Alaska.

Liability:

Carrier will be liable to shipper for Rail and/or Motor movements in accordance with the terms and conditions of carrier's combined transport bill of lading.

UNITED STATES PORTS on the Atlantic, Gulf, Pacific, Great Lakes Coasts, Puerto Rico, Hawaii and Alaska.

**B. WORLDWIDE PORTS AND POINTS:**

European and Mediterranean Ports and Points:

Austria, Switzerland, Hungary, Czechoslovakia, Iceland, Sweden, Norway, Finland, Denmark, United Kingdom, Ireland, Netherlands, Belgium, Luxembourg, France, Andorra, Monaco, Germany, Poland, Russia, Latvia, Estonia, Lithuania, Belarus, Ukraine, Moldavia, Georgia, Armenia, Azerbaidzhan, Spain, Portugal, Gibraltar, Azores Islands, Malta, Italy, Yugoslavia, Slovenia, Croatia, Macedonia, Bosnia, Albania, Greece, Romania, Bulgaria, Turkey, Cyprus, Israel, Syria, Lebanon, Morocco, Algeria, Tunisia, Libya, Egypt, Greenland, San Marino, Liechtenstein.

African Ports and Points:

Canary Islands, Mauritania, Senegal, Guinea, Guinea Bissau, Sierra Leone, Ivory Coast, Ghana, Gambia, Togo, Gabon, Benin, Nigeria, Cameroon, Congo, Rio Muni, Madeira Islands, Liberia, Swaziland, Uganda, Angola, Zaire, Namibia, Somalia, Western Sahara, Ethiopia, Djibouti, Sudan, Kenya, Seychelles Islands, Tanzania, Mauritius, Mozambique, Sao Tome and Principe, South Africa, Lesotho, Malawi, Mali, Madagascar, Botswana, Burkina, Burundi, Niger, Cape Verde Islands, Central African Republic, Chad, Comoros Islands, Rwanda, Zambia and Zimbabwe.

Asian Ports and Points:

Russia (Siberia and Far East), Kazakhstan, Uzbekistan, Turkmenistan, Tadzhikistan, Kirgizistan, Afghanistan, Mongolia, Nepal, Bhutan, Iraq, Iran, Jordan, Kuwait, Saudi Arabia, Yemen, Oman, Qatar, Bahrain, United Arab Emirates, India, Pakistan, Sri Lanka, Burma, Thailand, Vietnam, Laos, Cambodia, Malaysia, Singapore, Indonesia, Philippines, Macao,

China, Korea (Democratic Republic), Korea (Republic), Taiwan, Japan, Bangladesh, Palestinian Authority, and Maldives.

Australia, New Zealand and Oceania Ports and Points:  
Australia, Papua New Guinea, Bismark Archipelago, New Zealand, Western Samoa, New Hebrides Islands, Fiji Islands, Gilbert Islands, Ellice Islands, Tonga Islands, Phoenix Islands, Ducie Islands, New Caledonia, Society Islands, Tuamotu Islands, Tubuai Islands, Marquesas Islands, Gambier Islands, Wallis Islands, Solomon Islands, Tokelau Islands, Cook Islands, Pitcairn Islands, Henderson Islands, Nauru, Loyalty Islands, Caroline Islands, Marshall Islands, Federated States of Micronesia, French Polynesia, Reunion, Tuvalu, Vanuata.

North, Central and South American and Caribbean Ports and Points:  
Mexico, Guatemala, Belize, El Salvador, Honduras, Nicaragua, Costa Rica, Panama, Bermuda, Bahamas, Haiti, Jamaica, Turks and Caicos Islands, Cayman Islands, Dominican Republic, Barbados, Trinidad and Tobago, Netherlands Antilles, Venezuela, Colombia, Ecuador, Chile, Peru, Bolivia, Guyana, Brazil, Argentina, Uruguay, Paraguay, Surinam, French Guiana, Canada, Cuba, Anguilla, Antigua and Barbuda, British Virgin Islands, Dominica, Grenada, Guadeloupe, Martinique, Monserrat, St. Kitts and Nevis, St. Lucia, St. Pierre and Miquelon, St. Vincent and Grenadines.

INLAND POINT(S):

Worldwide Points  
(As Specified above)

INTERCHANGE PORT(s):  
Worldwide Ports  
(As Specified above)

Alternate Service:  
The following shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. At Carrier's option, shipments may be

loaded at a port other than the originally intended port of loading or unloaded at a port other than the originally intended port of discharge, when the carrier does not serve the port originally intended for any reason. In no event shall any such transfer or arrangements under which it is performed 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 loaded or cleared through the port originally intended.

## **RULE 2 - APPLICATION OF RATES AND CHARGES**

### **A. Carrier NRA/Tariff Declaration**

Carrier will apply freight rates to cargo either by filing the applicable freight rates in this tariff or in accordance with the Negotiated Rate Arrangements (NRA'S) as agreed to by each shipper/consignee.

Pursuant to 46 CFR Part 520 and Part 532, Carrier has elected to move all cargo under NVOCC Negotiated Rate Arrangements (NRAs).

Additionally Carrier may at times opt to use NVOCC Service Arrangements (NSAs) in place of NRAs.

#### **1. Tariff Rates**

The applicable tariff freight rates may be located by referring to the alphabetical commodity index. The rates for each commodity will be displayed under its name in the index. As provided elsewhere herein, if a commodity is not specifically named, the nearest applicable generic description shall apply and if no generic descriptions are given, ultimately General Cargo, N.O.S. shall apply. All Rules, Regulations and charges of this tariff apply to all shipments, unless the Tariff Rate Item specifically exempts the rate from such Rule or charge.

#### **2. NVOCC Negotiated Rate Arrangements (NRA'S)**

NRA'S may be negotiated with a shipper/consignee in compliance with Federal Maritime Commission requirements as to record retention and adherence to

additional charges specified in this tariff. After receipt of the first consignment of cargo pursuant to an NRA, the NRA cannot be revised.

All NRA's will be subject to the terms and conditions of Carrier's tariff and long form bill of lading (see Rule 8 herein). While the ocean freight rate and any stated inclusions will be provided in the NRA's, should any additional charges apply to the relevant shipments, those will be stated in this tariff. See Rule 28 for a complete definition of NRA's.

## B. Service Descriptions

### 1. All Water Service

Rates for the all water service apply from ocean carrier's or agent's terminal at port of loading to carrier's or agent's terminal at port of discharge and do not cover charges established by customs and/or port tariffs. Any accessorial charges which are assessed against the cargo will be for the account of the cargo, even if carrier is responsible for collection.

### 2. Intermodal Service to/from Inland Points

a. All intermodal rates are single factor through rates, applying to the transportation of general commodities in full container loads, less than container loads or break bulk, to/from points or inland terminals named in the respective commodity rate, served via ports provided in the rate item.

b. All intermodal rates named in this tariff:

1. include wharfage, handling, drayage and other costs of transferring containers/shipments at ocean/land ports of interchange, but do not include customs assessments.

2. are subject to the minimum charge specified in Rule 6 of this tariff.

3. include all charges for drayage or other transfer service at intermediate points on shipments handled through and not stopped for special services at such intermediate points.

c. Specific Services:

1. Door Service: Inland carrier will transport containerloads from the shipper's premises to port

of interchange after the shipper or his agent loads the container at origin. At destination inland carrier will deliver container shipments to the consignee's premises at destination, unloading is to be performed by the consignee or his agent.

2. Terminal Service: Cargo is to be delivered to Carrier's terminal break bulk to be loaded into containers by carrier at his expense. The carrier will transport the cargo to destination ports. At destination carrier will strip the container at his terminal and make the cargo available for pickup by consignee or his agent.

3. Container Yard Service: Cargo is to be delivered to carrier's terminal loaded in containers by the shipper or his agent. The carrier will transport the cargo in full container loads to destination container yard where he will make the loaded container load available to the consignee or his agent for unloading off the container yard premises.

4. Pier Service: The cargo is to be delivered break bulk to carrier's loading terminal at origin ports to be loaded into containers at carrier expense or transported break bulk. At destination the carrier will unload the container at its ocean discharge terminal where he will deliver the cargo to the consignee or his agent break bulk. Intermodal service as provided in this part does not apply to pier to pier service.

d. Intermodal Service to/from inland points: Carrier may move cargo via a combination of services, i.e. door/container yard service would provide pickup at shipper's premises at origin and delivery of cargo to carrier's inland container yard at destination. Where a commodity item does not specify a service, the rate provided applies to all combinations of services described above.

C. Rates, as published herein, are stated in terms of lawful United States currency.

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

E. Rates, as provided, apply per ton of 1000 kilos (W) or

per ton of one cubic meter (M) as specified by each item. Where WM is shown, the basis generating the greater revenue shall apply.

F. Description of commodities shall be uniform on all copies of the bill of lading and must be in conformity with the validated export/import documents covering the shipments. Shipper amendments of the description of the goods on the bill of lading will only be accepted if such amendments are in conformity with the relative validated export/import documentation. (See Rule 2 H)

G. Trade names are not acceptable commodity descriptions and shippers are required on the Bill of Lading to declare their commodities by their generally accepted generic or common name, but may in addition, include trade name applicable.

H. Customs and Consular Regulations:

Bills of lading presented for signature must be accompanied by the Shipper's Export Declaration or import documentation, in duplicate, as provided by the United States Treasury Department regulations.

Shippers must comply with all customs and consular regulations. Any fine imposed by authorities for failure to comply with customs or consular regulations is at the expense of shipment. Goods which are not cleared through customs for any reason may be cleared by carrier at the expense of the shipment and may be warehoused at the risk and expense of the shipment or may be turned over to the customs authorities without any further responsibility on the part of the Carrier.

I. Advertising matter describing the goods they accompany and shipped in the same package or container will be freighted at the same rate and on the same basis as the commodity they advertise. Such advertising matter shall not exceed five (5%) percent, either weight or measurement, of the commodity they accompany.

J. Rates Based on Cargo Value: (See Rule 12 for Ad Valorem Provisions)

Where in this tariff rates are graduated on the value of the commodity concerned, the following will apply:

1. Value for the purpose of this rule will be the F.A.S. value; i.e., incorporating all cost and expenses of and for the cargo up to delivery alongside the vessel

at the loading port.

2. The above described value MUST be annotated on the ocean bill of lading and annotated "for rating purposes only, not for establishing a higher liability."
3. On carrier's request; a Shipper's Commercial Invoice must be produced at the loading port substantiating the value declared on the bill of lading.
4. Failure to produce a Shipper's Commercial Invoice indicating the value will result in the cargo being rated at the highest value level subject to adjustment at the port of destination on production of the Shipper's Commercial Invoice.

K. Unless otherwise specified, gross weight or cubic measurement will be used as the basis for determination of applicable rates.

L. Choice of Rates:

1. This tariff offers shippers a choice of freight rates dependent upon whether the shipment is made subject to bill of lading limit of value or a higher limit of value.
2. If the shipper elects to ship at a value in excess of the bill of lading limit of value, he shall declare the value in writing before delivery. The shipment is then subject to the provisions of Rule 12.
3. Should the shipper fail to declare valuation in excess of the bill of lading limit of value, in writing before delivery, such non-declaration shall constitute an election by the shipper to ship on the basis of the bill of lading limit of value and any liability of the carrier shall be computed on the basis of said limit of value in the manner provided in the bill of lading.

M. Cargo:

All freight rates shall be based on the actual overall measurement of each package or other freight unit, except as otherwise provided, with the understanding that fractional dimensions shall be disposed of in freighting cargo as follows:



1. All fractions under one-half (1/2) centimeter are dropped.
2. All fractions over one-half (1/2) centimeter are to be extended to the next full centimeter.
3. If a fraction of exactly one-half (1/2) centimeter occurs on one dimension it shall be extended to the next full centimeter.
4. In determining the cubic content of any irregular piece or package, the three greatest dimensions shall be measured.
5. In determining the cubic content of barrels, casks, kegs or drums, the measurements are to be taken on the square of the mean diameter.
6. In computing measurements to determine the rate to be applied where a weight rate is predicated on measurement per ton, the actual fractions will be used.

#### N. Weight Cargo:

Wherever freight charges are assessed on a weight basis, the freight will be computed on the gross weight of the individual shipment. No allowance shall be made for weight of the package or packaging.

Carrier or his agent shall have the option to weigh or reweigh on certified scales any cargo tendered for shipment. Any weight so ascertained by carrier or his agent shall be deemed paramount and shall govern the freighting of the cargo notwithstanding any other weight, certified or otherwise, declared by merchant. Provided, however, that merchant may, upon reasonable notice and at his expense, seek independent certification of the accuracy of any scales employed by carrier or his agent.

#### O. Packing:

1. Where a specific rate description includes packing requirements the rate will only apply when the commodity is tendered in the packing specified.
2. Where no package specifications are prescribed in the individual rate items, the articles or commodities will be accepted in any package which, in the judgment of the carrier or his agent,

adequately protects the articles or commodities from any damage in ordinary handling, stowage, and movement of the cargo.

3. Any article which, by its very nature, may be shipped without boxing, crating or wrapping without danger by ordinary handling and stowage, will be considered as a "suitable package".

P. Marking:

1. Each single carton, package or other separate article MUST be plainly and durably marked with the names and address of the shipper and the name and address of the consignee except when containerized or as provided below.
2. Export marks may be used as marking identification in lieu of name and addresses, provided such marks can be readily matched with the descriptions shown on the dock receipt and other papers accompanying the shipment.

Q. 1. On shipments originating at or destined to points beyond the ports named in Rule 1 of this tariff, the carrier, at his option, may advance the cost of prior or subsequent carriage. These costs will be charged to the shipper or consignee plus a 3% administrative fee. In this instance, the carrier acts as agent for the shipper and carrier assumes liability only for the movement between the ports named on his bill of lading. To seek redress for loss or damage when occurring beyond the bill of lading ports, shipper must file directly with the inland carrier.

2. Carrier reserves the right to refuse to advance all or any of the charges referred to in this Rule, if in its judgment the shipment involved would not, at forced sale, realize the total amount of the advances and other charges on the Bill of Lading.

3. Communication Costs, such as telex and telephone, will be charged at cost.

R. All rates shown herein apply only on the commodities published in this tariff under the given commodity description and cannot be applied to analogous articles. When a commodity is not specifically provided for the generic N.O.S. or absent an

intervening generic description, the Cargo N.O.S. rate will apply.

Unless otherwise provided in the individual tariff item, the rates provided herein also apply on the parts of the articles described in the tariff item, when so declared on the carrier's bill of lading, unless specific rates are provided for such parts.

Where in this tariff a commodity description applies to multiple commodities, either by an inclusion (Viz:) list or the words "and/or" or "and", the underlying commodity rates shall apply to the commodities singly or in combination jointly or severally, except that when a specific description applies to an entry singly, the specific entry shall take precedence over the inclusive description.

S. Per case rates named in this Tariff apply only on commodities packed in their original container, legibly marked as to content and which are not further encased or over packed.

#### T. EQUIPMENT SUBSTITUTION

When shipper requests Carrier to provide a 20 ft. container for loading and a 20 ft. container is not available, Carrier may at its option provide a 40 ft. container and move the shipment at the 20 ft. rate, provided that the actual cargo load does not exceed the weight or measurement factor accommodated by a 20 ft. container.

#### U. Pickup and Loading Service:

1. Door rates named in this tariff include, as to each shipment, one pickup at all points within the limits of the cities, towns, villages, and other points from which rates apply.
2. The term "Pickup" means the service performed by the Carrier or its agent in calling for freight loaded in a container from a platform, doorway, or shipping room directly accessible to highway vehicle of the Carrier or its agent at a warehouse, factory, store, place of business, or private residence. (See Paragraph 3).
3. Except as otherwise provided herein, the complete loading service of the shipment including the count thereof must be performed by the consignor/shipper at

his expense, without any assistance from the carrier.

4. The complete loading service means that the consignor/shipper must place, block and secure the shipment in the position in which it is to be transported in or on the container or trailer.
5. Loading services beyond what is stated above are to be arranged between the consignor/shipper and carrier.

#### V. Shipper's Load and Count:

1. When containers are packed and sealed by shipper, the carrier or his authorized agent will accept same as "Shipper's Load and Count" and the bill of lading shall be so clausued.
2. Shipper must furnish carrier with a list of contents showing descriptions of the goods and the gross weight of the contents of the container, together with weight and cubic measurement of each piece therein. Carrier reserves the right to open and inspect the contents of a container and so indicates on the bill of lading.
3. No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container. Any charges incurred in rehandling cargo to meet maximum weight carrying capacity will be for the account of cargo.
4. Carrier will not be directly or indirectly responsible for:
  - a. Damage resulting from improper packing, bracing, securing or mixing of cargo within the container or shipper's use of unsuitable or inadequate protective and securing materials.
  - b. Any discrepancy in count or concealed damage.
5. Shipments destined to more than one (1) point of destination may not be packed by shipper into the same container unless prior permission has been granted by carrier in writing.
6. Unless the shipper specifies exclusive use of a container, the carrier reserves the right to pack cargo into any unused container space.

W. Shipper Loaded Containers - Minimum Freight:

1. When a container is loaded by the shipper or his authorized representative and delivered to ocean carrier's CY, freight charges shall be calculated at the applicable weight/measure rate subject to the minimum as set forth below. When a shipper loads or partly loads only one container, the minimum rule as set forth below will apply. (The minimum set forth below will apply only when the container has been loaded by the shipper or his authorized representative for the shipper's exclusive use.)
2. In the case of a container loaded with a single commodity rated on a measurement basis, the minimum shall be calculated at 70 percent of the cubic capacity of the containers, except where weight capacity of container has been fully utilized or except where the cubic capacity of the container has been utilized to the extent that no additional packages will physically fit in the container.
3. In the case of container loaded with a single commodity rated on a weight basis, the minimum shall be calculated at 70 percent of the total weight capacity of the container, except where the cubic capacity of the container has been fully utilized.
4. When the contents of a container consists of more than one commodity, freight charges shall be calculated at the rate applicable on each commodity therein and provided that the total aggregate equals:

On a measurement basis at least 70 percent of the inside cubic capacity of the container OR On a weight basis at least 70 percent of the weight capacity of the container regardless of whether the commodities are rated on weight or measurement basis; however, if the total measurement and weight is less than the above stated minimum, freight shall be assessed on the lower deficiency at the rate applicable to the highest rated commodity.

5. However, if the measurement ton total and the weight ton total are less than the applicable minimum, additional freight charges shall be assessed on the smaller tonnage deficiency at the rate applicable to

the highest rated commodity of that deficiency. If all the contents of a container are rated on a basis, either weight or measurement, other than that of the small tonnage deficiency, the highest rate shall nevertheless be applicable to the smaller deficiency.

X. Insurance:

Rates named in this Tariff do not include marine insurance. However, as an accommodation to shipper, and upon shipper's written request, carrier will place marine insurance and war risk insurance under its existing insurance facilities at current rates. Cost of insurance will be for account of the shipper.

Y. Limitation of Services:

1. The carrier is not obligated under this tariff to transport property for which suitable equipment is not available, nor will transportation be performed under impractical or unsafe circumstances in the judgment of the carrier.
2. Nothing in this tariff shall be construed as to create any obligation for the carrier to institute or maintain any services from or to any place named herein, and all rates, rules and regulations will apply only when services so mentioned are operating.

Z. Prohibited or Restricted Articles:

Unless otherwise provided herein, the following articles will not be accepted for transportation under this tariff:

1. Freight, loose or in bulk (unpackaged), except when prior arrangements have been concluded with carrier.
2. Freight which because of its inherent vice is likely to contaminate or otherwise damage containers or other cargo.
3. Live Animals or fowl, or birds, domestic or wild; except as otherwise provided.
4. All goods, including letters, parcels, packages or pieces with or without postage affixed, which prior to receipt by carrier have been received by

and entered into any U.S. Post Office.

5. Bank bills, coin or currency, deeds, drafts, notes or valuable paper of any kind; jewelry; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques, or other related or unrelated old, rare, or precious articles of extraordinary value, except when prior arrangements have been concluded with carrier.
6. Human Remains
7. Radioactive Materials
8. Explosives, Ammunition and Fireworks
9. Fruit or Vegetables, Fresh
10. Meat or Poultry, Fresh
11. Live Plants, Nursery Stock, Bushes or Tree

## **SUB-RULE 001 - EXEMPT CARGO AND SERVICES**

### **A. Exempt Cargo**

The following types of cargo are not subject to the tariff publishing requirements of 46 CFR 520:

1. Bulk Cargo - see definition herein
2. Forestry Products - see definition herein
3. Recycled Metal Scrap
4. Motor Vehicles, New Assembled
5. Waste, Paper and Paper Product
6. Mail
7. Household Goods, Used Military
8. Household Goods, Used General Services Administration
9. Department of Defense Cargo

### **B. Exempt Services**

1. Equipment Interchange Agreements which do not affect tariff rates, charges and practices
2. terminal barge operators in pacific slope states
3. services between foreign countries
4. Canadian cargo moving through U.S. ports in bond
5. U.S. cargo loaded aboard vessel at foreign ports, i.e.

Mexican or Canadian ports

C. The above cargo and services are exempt from the tariff publication requirements of 46 CFR 520 and normally carrier will not publish rates, rules or provisions for them in this tariff. When carrier elects to publish rates or rules in this tariff regarding these services and cargoes, it will adhere to the tariff publishing requirements cited above.

#### **SUB-RULE 002 - OVERWEIGHT CONTAINERS**

A. Shipper shall not tender, and carrier may refuse, a container loaded by a shipper or its agent with a total gross weight in excess of the maximum gross weight capacity stated on the container.

Any expense involved with carrier's refusal or handling of such containers, including but not limited to demurrage, detention, storage, handling, inland transportation, loading, unloading of containers and additional equipment costs, will be for the joint and several account of the shipper, consignee, and cargo owner. Any such expenses shall be paid to the carrier before return of the container to the shipper or release of the container to the consignee.

B. It is the responsibility of the shipper to insure that any container tendered by it to the carrier for transportation under the scope of this tariff complies with all laws and regulations of each country that it will transit, including local, state and federal laws and regulations in the United States, with regards to road weight limitations, including any law or regulation that provides for a lower weight limitation than set forth in this tariff.

C. If for any reason a container exceeding the maximum weights set forth above has been loaded aboard carrier's vessel, such container shall be discharged to the consignee at the discharge port and carrier shall not transport or arrange to transport such container to any inland destination. Alternatively, the carrier at the



expense and responsibility of the shipper, consignee and cargo owner, may take the following steps:

1. Cargo will be removed from the container in order to reduce the weight to an allowable amount and make the container ready for lawful road transportation to the extent necessary, cargo shall be unloaded, segregated, reloaded, etc.
2. The cargo so removed will be forwarded to consignee as a separate freight collect shipment from the point of removal to point of final destination.
3. The rates to be applied for the transportation of any such cargo will be those of the inland carrier that is engaged to transport the cargo.

Under either alternative, excess cargo shall be assessed a charge of U.S. \$150.00 in addition to all other freight, costs and expenses set forth herein.

D. 1. In the case of containers supplied, stowed or packed by shipper, consignee or cargo owner or supplied stowed or packed on its behalf, shipper, consignee and cargo owner shall be jointly, severally and absolutely liable to carrier, its agent or any participating motor carrier, without regard to intent, negligence or any other factor for:

- a. Personal injuries or death or damage to or loss of cargo or other property resulting from failure of shipper, consignee or cargo owner to comply with any applicable laws, regulations or ordinances, including without limitation over-the-road weight limitations under state and federal law and cargo weight and cargo description certification requirements under the Intermodal Safe Container Transportation Act of 1992, as amended, failure to comply with equipment specification and standards in this tariff, a defect in any container or other equipment, failure by shipper, consignee or cargo owner or its agent to load and brace the cargo properly, if such defect or failure is a proximate cause of injury, death, damage or loss.
- b. Any fine, penalty, cost (including attorney's fee), bond, interest or other sanction imposed upon

carrier, its agents or participating motor carrier for violation of any applicable laws, regulations and ordinances, including without limitation over-the-road weight limitation under state and federal law and cargo weight and cargo description certification requirements under the Intermodal Safe Container Transportation Act of 1992, as amended, in relation with any transportation service provided under this tariff resulting from failure of shipper, consignee or cargo owner to comply with such laws, regulations and ordinances, carrier its agents or participating motor carriers shall have no duty to resist dispute or otherwise oppose the levy of such fine, penalty, cost (including attorney's fees), bond, interest or other sanction and shall not have any liability to shipper, consignee or cargo owner for failure to do so.

c. Liability for violation of the Intermodal Safe Container Transportation Act of 1992, as amended.

The losses, damages, fines, penalties, costs (including attorney's fees), bonds, interest and any other sanctions referred to in subparagraphs 1. and 2. above include, but are not limited to, any sanctions or monetary claims of any kind imposed or asserted by the United States, a state of the United States or any other entity or person, whether public or private, pursuant to the authority of the Intermodal Safe Container Transportation Act of 1992, as amended, or pursuant to any state law implementing or addressing the same subject matter as this Act.

This Act requires that any person tendering for intermodal transportation a loaded container or trailer with a gross cargo weight over 29,000 lbs. must provide to the initial carrier at or before the time the container or trailer is tendered for transportation a certification including: (1) the gross weight of the cargo including packaging, pallets and dunnage, (2) a reasonable description of the contents of the container or trailer, (3) the identity of the certifying party, (4) the container or trailer number and (5) the date of the certification.

- d. Any charges incurred in re-handling cargo to correct any defect or failure described in subparagraphs 1. and 2. above shall be for the joint and several account of the shipper, consignee and cargo owner.
2. Shipper, consignee and cargo owner each agree, where its act or omission or that of its agent is a proximate cause of any loss damage, penalty, fine, cost, bond, interest or other sanction described in subparagraph 1. above to indemnify and hold harmless carrier from any such loss, damage, penalty, fine, cost, bond, interest or other sanction and from the cost of defending claims, suits or assessments against carrier, its agents or participating motor carriers, including without limitation reasonable attorney's fees.
- E. The carrier may refuse to release a container or trailer to a consignee until all fines, penalties, costs, bond, interest and other sanctions have been satisfied or the carrier has been reimbursed for payment of same.
- F. The weight limits set forth in this rule shall supercede any different rating method shown in this tariff.

### **SUB-RULE 003 - INSPECTION OF CARGO IN CONTAINERS**

- A. 1. The carrier reserves the right to open, inspect, and to have a Sworn Measurer verify the contents of a container with respect to description, weight and/or measurement, so indicated on the bill of lading, and Lading, and reseal it with carrier's seal.
2. A shipper of any shipment whose cargo upon inspection is found by the Sworn Measurer not to have been correctly described, weighed and/or measured shall be rebilled for any freight due, based upon the Sworn Measurer's Certificate. If the shipper fails to pay the additional freight due within thirty days after receipt of the notice of such rebilling issued by the carrier, he will be required at his expense to submit to the carrier a Sworn Measurer Certificate covering each and every shipment which he makes from that date on, until he has paid the additional freight due.

3. If the additional freight due exceeds five percent of the correct freight based upon the Sworn Measurer Certificate, the shipper, in addition to the requirements of Paragraph 2 of this rule, will be required at his expense to submit to the carrier a Sworn Measurer Certificate covering each and every shipment which he makes during the six month period following receipt of the notice of such discrepancy issued by the carrier.
  4. If subsequent to a shipment on which the shipper received the notice of discrepancy specified in Paragraph 3 of this rule that shipper makes a further shipment or shipments which upon inspection are found by the Sworn Measurer to involve discrepancies exceeding five percent of the correct freight, such shipper shall be subject to the requirements of Paragraph 3 of this rule on the basis of an additional six month period for each such shipment, such additional six month period to run consecutively.
  5. For the purpose of this rule the term Sworn Measurer shall extend only to those sworn measurers which have been duly appointed as such by this carrier.
  6. The carrier shall not release the originals or copies of any bill of lading to any shipper or his agents until the Sworn Measurer's Certificates required under Paragraphs 2, 3 and 4 of this rule have been received by the carrier from the shipper or his agents.
- B. When cargo in containers is required to undergo inspection by U.S. Customs, Agriculture Food and Drug, or other such duly authorized government agencies, such inspections shall be at the risk and expense of the cargo, and all expenses paid by or billed through the carrier for these inspections shall be charged to the cargo, including the transporting of the container from CY to CFS if required, stripping and reloading the cargo from and to the container, and returning the container from CFS to CY if required.

### **RULE 3 - EFFECTIVE DATE OF RATES**

The tariff rates, rules and charges applicable to a given shipment shall be those published and in effect on the date the cargo is received by the common carrier or its agent (including originating carriers for rates for through transportation). In the case of "part shipments" receipt shall not be considered effected until all parcels for a single bill of lading is received.

### **RULE 4 - HEAVY LIFT CHARGES**

This tariff contains no Heavy Lift Charges. Carrier will not accept articles for transportation, which, in its judgement, cannot be safely stowed wholly within the trailer or container's dimensions because of their weight or bulk, unless otherwise provided.

### **RULE 5 - EXTRA LENGTH CHARGES**

This tariff contains no Extra Length Charges. Carrier will not accept articles for transportation, which, in Carrier's judgement, cannot be safely stowed wholly within the trailer or container's dimensions because of its length or bulk, unless otherwise provided.

### **RULE 6 - MINIMUM BILL OF LADING CHARGE**

Except as otherwise specifically provided herein, the minimum charge for a single shipment from one shipper to one consignee shall be \$300.00, including ocean freight and all additional charges.

### **RULE 7 - PAYMENT OF FREIGHT CHARGES**

Except as may be provided elsewhere in this tariff, the following rules on the payment of freight and charges shall

apply:

- A. For the purpose of this rule, the term freight when used in this rule shall refer to commodity freight rates and all other charges and accessorial set forth in the commodity items or rules of this tariff.
- B. Except as otherwise provided in this rule, freight and charges shall be prepaid not later than the time of release of any original Bill of Lading by the carrier to the shipper or his duly authorized licensed freight forwarder or agent acting in his behalf.
- C. When freight and charges are prepaid, carrier must receive payment of freight in U.S. Dollars or other convertible currency based on the highest (numerical) telegraphic transfer selling rate of exchange (TTS) for U.S. Dollars as quoted by the official foreign exchange bank on:
1. Intermodal Cargo: (as defined in Rule 2)  
The day before receipt of full bill of Lading quantity of cargo at carrier's designated terminal when "received" bills of lading, without "on board" date notation, are first issued.
  2. All Water Cargo:  
The day before vessel's arrival when "Shipped on Board" Bills of Lading are issued.
- D. Cargo on which no release of original Bill of Lading has been made by the carrier to the shipper or his agent prior to the cargo's arrival at the bill of lading destination will be held by the carrier at the bill of lading destination until all freight and charges are paid or the original bill of lading has been released to a shipper with a credit approval from the carrier.
- E. Extension of Credit:
- Carrier may extend credit to a shipper designated on the bill of lading for freight and/or charges to be paid at origin for a period not to exceed fifteen (15)

calendar days inclusive of Saturdays, Sundays, and legal holidays, after the date of receipt of cargoes at the respective place of receipt by the carrier. Carrier will extend credit to shippers having six months satisfactory payment experience with the carrier and can furnish three satisfactory credit references. At the time of release of the bill of lading, the carrier must have given prior approval of credit privileges for the shipper which has not been suspended. Carrier does not require that a credit agreement be signed by the shipper or consignee.

1. The shipper's credit approval shall remain in effect from the date of written notice by the carrier unless terminated by written notice from carrier to other parties or by suspension for failure to comply with the terms of this Rule, or Carrier's Bill of Lading.
2. When carrier releases prepaid bills of lading under the terms of the shipper's credit approval to a shipper or his authorized representative, he may require the shipper or his authorized representative to acknowledge the receipt of the bill of lading in writing. In all cases the shipper shall be responsible for payment when a bill of lading is released to the shipper's freight forwarder or agent acting in his behalf.
3. It is the responsibility of the carrier to take prompt measures to collect freight and charges unpaid after the fifteen (15) days credit period specified in this rule. Carrier will notify the shipper and/or the forwarder who fails to pay freight and charges within the fifteen (15) day period provided herein, that no further credit shall be extended by the carrier to the shipper concerned and the privilege of credit shall not be restored until all freight monies and charges, due and owing the carrier by the shipper for a period longer than the fifteen (15) day period hereinabove provided, shall have been paid.

F. When freight and charges are "Collect":

Prior to release of cargo at destination, carrier must receive payment of freight in U.S. Dollars or other convertible currency based on the highest (numerical) Telegraphic Transfer Selling rate of exchange (TTS) to U.S. Dollars as quoted by the official foreign exchange bank on the day before receipt of such payment.

**G. Methods of Payment:**

Payment for freight and/or other charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft.

**RULE 8 - BILL OF LADING**

The specimen of bill of Lading is provided in this rule and is subject to the terms and conditions of Carrier's tariff filed with the Federal Maritime Commission. In case of any inconsistencies, the tariff rule shall prevail.

**COMBINED TRANSPORT BILL OF LADING**

Received in apparent good order and condition, unless otherwise stated herein, for shipment on board the ocean vessel mentioned herein or on board the feeder vessel or other means of transportation (rail or truck) if named herein the goods or packages or containers said to contain goods, hereinafter called "the Goods", specified herein for carriage from the port of loading named herein or place of receipt if mentioned herein, on a voyage as described and agreed by this bill of lading and discharge at the port of discharge named herein or delivery at the place of delivery if mentioned herein, such carriage, discharge or delivery being always subject to the exceptions, limitations, conditions and liberties hereinafter agreed, in like order and condition at the port of discharge or place of delivery if named as the case may be, for delivery unto the Consignee mentioned herein or to his or their assigns where the Carrier's responsibilities shall in all cases and all circumstances whatsoever finally cease.



Full freight hereunder shall be due and payable by the shipper in cash without deduction on receipt of the goods or part thereof by the carrier for shipment and shall be deemed to have been fully earned upon such receipt of goods. All charges due hereunder together with freight shall be due from and payable by the Shipper, Consignee, Owner of the Goods or Holder of this Bill of Lading (who shall be jointly and severally liable to the carrier therefor) on demand at such port or place as the Carrier may require, vessel or other means of transportation or cargo lost or not lost from any cause whatsoever.

The freight stated herein to be paid or payable has been calculated and based on the particulars of the Goods furnished by the Shipper to the Carrier. The Carrier shall be entitled at any time to open and re-classify or re-weigh or re-measure or re-value any goods, and freight shall be paid on the proper classification or the excess weight or measurement or value (if any) as the case may be so ascertained. The expenses of and incidental to re-classifying or re-weighing or re-measuring or re-valuing shall be borne by the Carrier if the classification or weight or measurement or value as furnished by the Shipper if found to be correct but otherwise such expenses shall be considered as freight and shall be borne and paid by the Shipper, Consignee, Owner of the Goods and/or Holder of the Bill of Lading. The Shipper shall, if required by the Carrier so to do, furnish forthwith on demand to the Carrier the invoice or true copy thereof relating to the Goods.

Agents signing this Bill of Lading on behalf of the Company or Line by whom the Bill of Lading is issued have only the limited authority at common law of a vessel's master signing a Bill of Lading.

Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only.

THE TERMS OF THIS BILL OF LADING ON THIS SIDE AND ON THE REVERSE SIDE HEREOF ARE HEREBY MUTUALLY AGREED AS

FOLLOWS:

This Bill of Lading shall have effect subject to the provisions of the "Carriage of Goods by Sea Act 1936" ("COGSA") of the United States of America in respect of carriage of goods from ports in the United States. Otherwise this Bill of Lading shall have effect subject to the provisions of the Hague Rules contained in the International Convention for Unification of certain Rules relating to Bills of Lading, dated Brussels, August 25, 1924, as enacted in the country of shipment, or if no such enactment is compulsorily applicable, the provisions of said convention shall apply. If any provision of this Bill of Lading be invalid under COGSA or any other law that is compulsorily applicable, such provision shall, to the extent of such invalidity, but no further, be null and void."

1. DEFINITIONS:

"Carrier" means the Owners or demise Charterer of the ocean vessel on whose behalf this Bill of Lading has been issued.

"Goods" means the cargo accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

"Container" includes and container, trailer, transportable tank, flat or pallet

"Merchant" includes the Consignor, Shipper, Holder, Consignee, the receiver of the Goods, any person including any Corporation, Company or other legal entity owning or entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf of such persons.

"Holder" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

"The Internal Law of a State" shall be deemed to  
exclude all principles  
of private international  
law applied by such  
State.

2. CARRIER'S TARIFF:

The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. SUB-CONTRACTING:

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) The Merchant undertakes that no claim or allegation shall be made against any servant, agent, stevedore or sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods, and, if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such servant, agent, stevedore and sub-contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit, and all limitations of and exonerations from liability provided to the Carrier by law and by the terms hereof shall be available to them, and, in entering into this contract the Carrier, to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents, stevedores and sub-contractors.

- (3) The expression "sub-contractor" in this clause shall include direct and indirect sub-contractors and their respective servants and agents.

4. CARRIER'S RESPONSIBILITY:

The Carrier undertakes responsibility from the place of receipt if named herein or from the port of loading to the port of discharge or the place of delivery if named hereto as follows:

Where loss or damage has occurred between the time of receipt of the Goods by the Carrier at the port of loading and the time of delivery by the Carrier at the port of discharge, or during any prior or subsequent period of carriage by water, or where it cannot be established where the loss or damage occurred, the liability of the Carrier shall be determined in accordance with the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading dated Brussels the 25th August, 1924 such as the Carriage of Goods by Sea Act 1924 of the United Kingdom, or where compulsorily applicable the Carriage of Goods by Sea Act of the United States 1936 or of like statutes of other countries. If anything herein contained be inconsistent 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.

If it can be proved that the loss or damage occurred while the Goods were in the custody of an inland carrier the liability of the Carrier and the limitation thereof shall be determined in accordance with the inland carrier's contracts of carriage and tariffs, or in the absence of such contracts or tariffs, in accordance with the internal law of the State where the loss or damage occurred.

In no event shall the liability of the carrier exceed the amount of compensation payable under Clause 5. The Carrier shall be entitled to the full benefit of and right to all limitations of

or exemptions from liability authorized by any provision of Section 4281 to 4289 of the Revised Statutes of the United States of America and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

Nothing in this Bill of Lading, expressed or implied, shall be deemed to waive or operate to deprive the Carrier of or lessen the benefits of any such rights, immunities, limitations or exemptions.

5. THE AMOUNT OF COMPENSATION:

- (1) When the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid.
- (2) In no event shall the Carrier be or become liable for any loss of or damage to or in connection with the Goods in an amount exceeding the limit per package or unit (meaning the unit in which the cargo is shipped; container stuffed by the Merchant to be considered as a unit) provided for by the United States Carriage of Goods by Sea Act, Section 4 (5) or by any similar act in force according to the provisions of clause 4 unless the nature and value of such goods have been declared by the Shipper before shipment, agreed by the Carrier, inserted in the Bill of Lading and moreover freight paid on "ad valorem" basis. Whenever the value of the Goods is less than such an amount this value in the calculation and the adjustment of claims for which the Carrier may be liable shall be the purpose of avoiding uncertainties and difficulties in fixing values be deemed to be the invoice value plus freight and insurance, if paid, irrespective of whether any other value is greater or less.
- (3) Higher compensation may be claimed only when, with the consent of the Carrier, the value of the

Goods declared by the Shipper which exceeds the limits laid down in this clause has been stated in this Bill of Lading. In that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

6. GENERAL:

- (1) The Carrier does not undertake that the Goods shall arrive at the port of discharge or the place of delivery at any particular time or to meet any particular market or use and save as is provided in clause 4 the Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the freight paid for the transport covered by this Bill of Lading.
- (2) Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.
- (3) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivered to the Merchant.

7. NOTICE OF LOSS, TIME BAR:

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the port of discharge or the place of delivery as the case may be before or at the time of removal of the goods in to the custody of the merchant such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading. If the loss or damage is not

apparent, then notice must be given within three days of the delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought within one year after delivery or the goods or the date when the Goods should have been delivered.

8. DEFENCES AND LIMITS FOR THE CARRIER:

The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract or in tort.

9. SHIPPER-PACKED CONTAINERS:

- (1) If a container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier if such injury, loss, damage, liability or expense has been caused by:
  - (a) the manner in which the Container has been filled, packed, stuffed or loaded; or
  - (b) the unsuitability of the contents for carriage in Containers; or
  - (c) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was filled, packed, stuffed or loaded.
  
- (2) If a Container which has not been filled, packed, stuffed or loaded by the Carrier is delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Container.
  
- (3) The Shipper shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence of their being sound and suitable for use.

#### 10. INSPECTION OF GOODS:

The Carrier shall be entitled, but under no obligation, to open any Package or Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to such Package or Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

#### 11. DESCRIPTION OR GOODS:

No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

#### 12. SHIPPER'S RESPONSIBILITY:

- (1) The shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are correct.
- (2) The Shipper shall indemnify the Carrier against all loss, damage or expenses arising or resulting from inaccuracies or inadequacy of such particulars.

#### 13. FREIGHT AND CHARGES:

- (1) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies



relative to freight and charges in the applicable Tariff.

- (2) The freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Container or other Package or Unit in order to re-weigh, re-measure, re-classify or re-value the contents, and if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to the difference between the correct freight and the freight charged shall be payable by the Merchant to the Carrier.

#### 14. LIEN:

- (1) The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by Public Auction or private treaty without notice to the Merchant. If on sale of the Goods the proceeds fail to cover the amount due and the cost incurred, the Carrier shall be entitled to recover the deficit from the Merchant.
- (2) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant.

#### 15. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK:

- (1) The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate goods.
- (2) Goods stowed in Containers, whether by the Carrier or by the Merchant, may be carried on deck or under deck without notice to the Merchant unless

on the face hereof it is specifically stipulated that the Containers will be carried under deck, and if carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on deck carriage. Such goods (other than livestock) whether carried on deck or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules or similar provisions of any other Act which may be applicable.

- (3) Goods (not being goods stowed in Container other than flats or pallets) which are stated herein to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

#### 16. METHODS AND ROUTES OF TRANSPORTATION:

- (1) The Carrier may at any time and without notice to the Merchant:
- (a) use any means of transport or storage whatsoever;
  - (b) transfer the Goods from one conveyance to another including trans-shipping or carrying the same on another vessel than the vessel named overleaf or on any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;
  - (c) sail without pilots, proceed via any route, proceed to, return to and stay at any port or place whatsoever (including the port of loading herein provided) in any order in or out of the route or in a contrary direction to or beyond the port of discharge once or oftener for bunkering or loading or discharging cargo or embarking or

disembarking any person(s) whether in connection with the present a prior or subsequent voyage or any other purpose whatsoever, and before giving delivery of the Goods at the port of discharge or the place of delivery herein provided and with liberties as aforesaid leave and then return to and discharge the Goods at such port, tow or be towed, make trial trips, adjust compasses, or repair or dry-dock, with or without cargo onboard;

- (d) load and unload the Goods at any port or place (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such port or place;
- (e) comply with any orders or recommendations given by any government or authority or any person or body 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.

- (2) Anything done or not done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

#### 17. MATTERS AFFECTING PERFORMANCE:

- (1) If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport has commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the Goods or any part of them at the Merchant's disposal at any port or place whatsoever which the Carrier or Master may consider safe and advisable in the circumstances, whereupon the responsibility of the

Carrier in respect of such goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery and storage at such port or place.

- (2) The circumstances referred to in sub-clause (1) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotions or other disturbances, closure of, obstacles in or danger to any canal; blockade of port or place or interdict or prohibition of or restriction on commerce or trading; quarantine, sanitary or other similar regulations or restrictions; strikes, lockouts or other labour troubles whether partial or general and whether or not involving employees of the Carrier or his sub-contractors; congestion of port, wharf, sea terminal or any other place; shortage, absence or obstacles of labour or facilities for loading, discharge, delivery or other handling of the Goods; epidemics or diseases; bad weather, shallow water, ice, landslide or other obstacle in navigation or haulage.

#### 18. REFRIGERATED CARGO:

- (1) The Merchant undertakes not to tender for transportation any Goods which require refrigeration without previously giving written notice of their nature and particular temperature range to be maintained and in case of a refrigerated Container packed by or on behalf of the Merchant further undertakes that the Goods have been properly stowed in the Container and that its thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising.

- (2) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the Container, vessel, conveyance and any other facilities whatsoever provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the refrigerated Container in an efficient state.

19. DANGEROUS GOODS:

- (1) The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or damaging nature without previously giving written notice of their nature to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the carriage. The Carrier or the Master may however, in their absolute discretion reject any such cargo.
- (2) If the requirements of sub-clause (1) are not complied with the Goods may at any time or place be unloaded, destroyed, or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage or expense arising out of the Goods being tendered for transportation or handled or carried by the Carrier. Further the Carrier shall be under no liability to make any general average contribution in respect of such Goods.
- (3) If the Goods of a dangerous, inflammable, radioactive or damaging nature, which were tendered in compliance with sub-clause (1) shall become a danger to the vessel, cargo or any other property or person, such goods may in like manner be unloaded, destroyed or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage or expense which the Carrier could not avoid by the exercise of reasonable diligence but incurred as a result of the carriage of such Goods.

## 20. REGULATIONS RELATING TO GOODS:

The Merchant shall comply with all regulations or requirements of Custom port and other authorities, and shall bear and pay all duties, taxes, fines, imports, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

## 21. NOTIFICATION AND DELIVERY:

- (1) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
- (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff.
- (3) If the Merchant fails to take delivery of the Goods or part of them in accordance with this Bill of Lading, the Carrier may without notice unstow the Goods or that part thereof and/or store the Goods or that part thereof ashore, afloat, in the open or under cover. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease.
- (4) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill of Lading.
- (5) The Carrier may in his absolute discretion receive the Goods as Full Container Load and deliver them as Less than Full Container Load and/or as split delivery of the Goods to more than one receiver. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the

Goods, which are found upon unpacking of the Container.

- 6) The Carrier may in his absolute discretion receive the Goods as Less than Full Container Load and deliver them as Full Container Load. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the goods, which were not apparent at the time of such delivery, provided that he shall have exercised ordinary care in packing the Containers.

## 22. BOTH-TO-BLAME COLLISION CLAUSE:

If the carrying ship comes into collision with another ship as a result of negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier, or, where the Carrier is not the owner and in possession of the carrying ship, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying ship, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss or liability to the other or non-carrying ship or her owners insofar as much loss or liability represents loss of or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners to the Merchant and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owner or demise charter or the Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge or any ship or ships or objects, other than, or in addition to, the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accident.

## 23. NEW JASON CLAUSE:

- (1) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not

responsible, by statute, contract or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.

- (2) If a salving ship is owned or operated by the Carrier, Salvage shall be paid for as fully as if the said salving ship belonged to strangers.

#### 24. GENERAL AVERAGE:

- (1) General average shall be adjusted at any port or place in the option of the Carrier in accordance with the York-Antwerp Rules 1974.
- (2) Such deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall if required be made by the Merchant in the Carrier before delivery. If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant by taking delivery of the Goods, undertakes personal responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contribution as the Carrier shall reasonably require.
- (3) The Carrier shall be under no obligation to exercise any lien for general average contribution due so the Merchant.

#### 25. VARIATION OF THE CONTRACT ETC.:

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

### **RULE 9 - OCEAN TRANSPORTATION INTERMEDIARY (FREIGHT FORWARDER) COMPENSATION**



## A. INBOUND

NOT APPLICABLE

## B. OUTBOUND

1. Compensation will be paid to a licensed Ocean Transportation Intermediary acting as a freight forwarder on the ocean segment of the transportation only 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:

- 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. Rates on Compensation:

- a. Such compensation shall be based on a percentage of the tariff rate per shipping unit for the commodity involved.
- b. The applicable percentage of the ocean freight tariff rate shall be 5%.

3. Compensation will not be paid on the following:

- a. Advance Charges
- b. Bunker, Currency, Congestion and War Risk Surcharges
- c. Cargo exempt from tariff regulations under the the Shipping Act, 1984, as amended by the Ocean Shipping Reform Act of 1998.

## **RULE 10 - SURCHARGES AND ARBITRARIES**

SUB-RULE 001 - BUNKER SURCHARGE  
SUB-RULE 002 - CURRENCY SURCHARGE  
SUB-RULE 003 - PORT ARBITRARIES

### **SUB-RULE 001 - BUNKER SURCHARGE**

None currently in effect

### **SUB-RULE 002 - CURRENCY SURCHARGE**

None currently in effect.

### **SUB-RULE 003 - PORT ARBITRARIES**

None currently in effect.

## **RULE 11 - MINIMUM QUANTITY RATES**

When two or more TRI's are stated for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the TLI specifying a required minimum quantity, either weight or measurement per container or in

containers, will be applicable to the contents of the container(s), and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower TRI if the weight or measurement declared for rating purposes is increased to the minimum level.

#### **RULE 12 - AD VALOREM RATES**

- A. The liability of the carrier, as to the value of shipment at the rates provided herein shall be determined in accordance with the clauses of the carrier's regular bill of lading.
  
- B. If the shipper desires to be covered for a valuation in excess of that allowed by the carrier's regular bill of lading form, the shipper must so stipulate in carrier's bill of lading covering such shipments and such additional liability only will be assumed by the carrier at the request of the shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying on 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, the ad valorem rate, unless specifically provided against the TRI, shall be six (6%) percent of the value declared in excess of the said bill of lading limit of value and is in addition to the base rate.

#### **RULE 13 - TRANSSHIPMENT SERVICE**

NOT APPLICABLE

#### **RULE 14 - NON-VESSEL CO-LOADING PROVISIONS**

- A. Notice is hereby given that the Carrier may move cargo with other NVOCC's by co-loading of freight under a Carrier to Carrier agreement. The Carrier reaffirms

that the conditions on its bill of lading are the governing terms for carriage of cargo and that it is responsible for paying any charges for the transportation of cargo tendered to it by shippers.

Notice is hereby given that the Carrier may move cargo with other NVOCC's by co-loading of freight under a carrier to shipper arrangement. Carrier shall deliver the cargo to the receiving NVOCC's terminal for consolidation and transportation to destination port or point and ultimate delivery. In case of such co-loading the Carrier will annotate the face of its bill of lading with the name of the receiving NVOCC. The Carrier reaffirms that the conditions of its bill of lading are the governing terms for carriage of cargo and that the carrier is responsible for paying any charges for the transportation of cargo tendered to it.

- B. The Carrier will not offer exclusive co-loading rates for other NVOCC's tendering cargo as a shipper. Such cargo will be rated and carried under tariff provisions available to all shippers.
- C. Where the carrier is the tendering NVOCC, carrier shall be responsible to the receiving NVOCC for a payment of any charges for the transportation of cargo.

#### **RULE 15 - OPEN RATES**

NOT APPLICABLE

#### **RULE 16 - HAZARDOUS AND DANGEROUS CARGO**

- A. A substance or material which has been determined to be capable of posing an unreasonable risk to health, safety and/or property when transported in commerce and which has been so designated by U.S. Dept. of Transportation (DOT) or Intergovernmental Maritime Consultative Organization (IMCO).
- B. The transportation of hazardous materials and dangerous

goods will be governed by BOTH the United States Code of Federal Regulations, Titles 46 and 49 and the International Maritime Dangerous Goods (IMDG) as implemented and published by the Intergovernmental Maritime Consultative Organization. The provisions of this rule will not prevent compliance with local ordinances or fire regulations.

C. Hazardous materials and dangerous goods as defined in this rule will be subject to carrier's option or acceptance and to special booking arrangements with carrier.

D. In the event governmental or port authorities require special handling and/or storage of hazardous materials and dangerous goods, the carrier may take any steps required by such authority and all additional expenses shall be for the account of the cargo.

E. In the absence of specific provisions in this tariff all commodities designated, either specifically by name or qualified by reason of characteristics or properties, as hazardous materials or dangerous goods, as prescribed in the United States Code of Federal Regulations or the International Maritime Dangerous Goods Code (IMDG), as implemented, shall be considered as hazardous materials and dangerous goods and rated accordingly.

F. Shippers or their agents, of hazardous materials and dangerous goods MUST inform the carrier of the true character of such cargo as provided herein.

G. Hazardous Cargo Charge:

None currently in effect.

## **RULE 17 - GREEN SALTED HIDES**

A. The shipping weight for purposes of assessing transportation charges on green salted hides shall be the scale weight.

B. The shipper must furnish the common carrier a weighing certificate or dock receipt showing receipt weight from an inland common carrier for each shipment of green salted hides at or before the time the shipment is tendered for ocean shipment.

C. For purchase lots which are split by the shipper after purchase into two or more shipments, a weighing certificate covering the entire purchase lot may be provided, and the shipping weight shall be determined from a computation of the average weight of the hides in said purchase lot.

#### **RULE 18 - RETURNED CARGO**

A. The return shipment of refused damaged or rejected shipments or exhibits at trade fairs, shows or expositions, to the port of origin will be assessed the tariff rate on the original movement, when such rate is lower than the prevailing rate.

A. The return of shipment(s) must be accomplished within six months, except exhibits which must be returned within one year.

B. The return movement must be made via carrier's service on the original movement.

C. A copy of the original bill of lading showing the rate assessed must be surrendered to the carrier.

#### **RULE 19 - SHIPPERS' REQUESTS IN FOREIGN COMMERCE**

A. Shippers requests and complaints must be submitted in writing to the address below.

PAGE INTERNATIONAL, INC.  
21 CHATHAM CENTER SOUTH DRIVE  
SAVANNAH, GA 31405

B. Requests for rate modifications should contain the

information shown below.

1. Commodity: Common Description & Trade Name, if any:
  
2. Harmonized Code No.            Point of Origin
  
3. State if Hazardous or Inflammable            Shipping  
Label as provided for in Code of Federal Regulation,  
Title 46-Shipping (or IMCO No.)
  
4. Uses of Commodity
  
5. Form of Commodity: Flake, Granulated, Liquid,  
Paste, Powdered or Solid
  
6. Packaging (outer packing): Bag, Bale, Barrel, Box,  
Carton, Crate
  
7. Package Dimensions, in feet and inches:  
Length      Width      Height      Cubic Meters
  
8. Package Gross Weight            Kilos/Cubic Meters per  
1000 Kilos
  
9. F.A.S. Value per Kilo            per 1000k.    per pkg.
  
10. Port of Loading                  Port of Discharge
  
11. Present Rate                      Rate Requested
  
12. Is movement Continuous, Seasonal, Sporadic
  
13. Volume of Present Movement            In Metric Tons
  
14. Anticipated Volume
  
15. Application submitted by:  
Address

Telephone:            Fax:  
E-Mail

## **RULE 20 - OVERCHARGE CLAIMS**

- A. All billed charges, whether prepaid or collect, are subject to correction if the description furnished by the shipper is found to be in error, or if the weights or measurements are found to be incorrect, or if the tariff rates, rules or regulations have been incorrectly applied.
- B. Claims for refunds of excess freight charges due to error in weights or measurements will be allowed only when presence of error has been verified as indicated below and only when the original freight bill is submitted. When for any reason claimant cannot provide the original freight bill (not photostats), a bond of indemnity must be submitted in lieu thereof.
1. Measurements:
    - a. Obvious error in calculation by the carrier.
    - b. By remeasurement at port of loading or discharge by the carrier.
    - c. By joint measurement at port of discharge by carrier's agent and consignee of shipment.
    - d. By remeasurement by a Marine Surveyor when requested by carrier's agent.
  2. Weights:
    - a. By production of invoice or packing list certified by the supplier
    - b. By production of public weigher's certificate.

Remeasurement or reweighing fees, cable expenses, and any other incidental charges are, in all cases, to be sustained by the party at fault or by the claimant if no error is found.

- C. Claims for adjustment of freight charges, if based on alleged error in weight, measurement or description must be presented in writing to the carrier and must be supported by an invoice or packing list certified by



the supplier, a public weigher's certificate and the freight bill.

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

E. Claims for freight rate adjustments filed in writing shall be acknowledged by the carrier within twenty days of receipt by written notice to the claimant of the tariff provisions actually applied and claimant's rights under the Shipping Act, 1984.

#### **RULE 21 - CARRIER EQUIPMENT - INTERCHANGE AGREEMENTS AND DETENTION**

Carrier provides no equipment of its own. Should shipper or consignee request the use of underlying carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying vessel operating common carrier shall be for the account of the cargo.

#### **RULE 22 - PROJECT RATES**

SUB-RULE 001 - THERE ARE CURRENTLY NO PROJECT RATES

#### **RULE 23 - CARRIER TERMINAL RULES AND CHARGES**

SUB-RULE 001 - TERMINAL RECEIVING CHARGES AT ORIGIN

SUB-RULE 002 - TERMINAL DELIVERY CHARGES AT DESTINATION

SUB-RULE 003 - FREE TIME AND DEMURRAGE AT ORIGIN TERMINAL

SUB-RULE 004 - FREE TIME AND DEMURRAGE AT DESTINATION  
TERMINAL

## **SUB-RULE 001 - TERMINAL RECEIVING CHARGE AT ORIGIN**

None currently in effect.

## **SUB-RULE 002 - TERMINAL DELIVERY CHARGE AT DESTINATION**

None currently in effect.

## **SUB-RULE 003 - FREE TIME AND DETENTION AT ORIGIN TERMINAL**

No specific rules in effect at this time.

## **SUB-RULE 004 - FREE TIME AND DETENTION AT DESTINATION TERMINAL**

No specific rules in effect at this time.

## **RULE 24 - NVOCC LICENSES, BONDS AND AGENTS**

### **A. Licensing**

Carrier has met Federal Maritime Commission licensing and financial responsibility requirements for ocean transportation intermediaries and demonstrated the requisite ability and character fitness to render the OTI services to the public.

### **B. Financial Responsibility**

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

2. Bond No. 570296

3. Underwriter: WASHINGTON INTERNATIONAL INSURANCE CO.  
300 PARK BLVD.  
SUITE 500  
ITASCA, IL 60143-2623

C. Agent for Service of Process

1. Carrier's agent for the service of judicial and administrative process including subpoenas is named below along with his address. In any instance in which the designated legal agent 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.
2. Service of administrative process, other than subpoenas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.
3. Agent and Address, if applicable:  
Not Applicable

**RULE 25 - CERTIFICATION OF SHIPPER STATUS**

If the shipper or a member of a shipper's association tendering the cargo is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond as required by sections 8 and 23 of the Shipping Act 1984, as amended by the Ocean Shipping Reform Act of 1998, before the carrier accepts or transports cargo for the account of the NVOCC. A copy of a tariff rule published by the NVOCC and in effect, which shows the underwriter name and address and bond number as required under 46 CFR 515.21 will be accepted by the carrier as documenting the NVOCC's compliance with the tariff and bonding requirements of the act. Carrier will also accept a copy of the Ocean Transportation Intermediary Licence issued by the Federal Maritime Commission pursuant to 46 CFR 515, as documenting

the NVOCC's compliance with the Federal Maritime Commission requirements.

## **RULE 26 - TIME/VOLUME RATES**

SUB-RULE 001 - THERE ARE NO TIME/VOLUME RULES IN EFFECT

## **RULE 27 - LOYALTY CONTRACTS**

NOT APPLICABLE

## **RULE 28 - DEFINITION OF TERMS**

### **AFFILIATE(S)**

means two or more entities which are under common ownership or control by reason of being parent and subsidiary or entities associated with, under common control with or others related to each other through common stock ownership or common directors or officers.

### **ALL INCLUSIVE**

means the freight rate shown with the applicable TRI includes ocean freight and all other surcharges and assessorial charges, except those charges caused by the choice or action of the shipper, such as detention or demurrage.

### **ASSESSORIAL**

means an additional amount to be added to the basic ocean freight rate for a specific service, situation or pass through fee.

### **BILLS OF LADING**

means contract of affreightment for cargo covering one shipment from one consignor to one consignee with one set of marks.

### **BROKERAGE**

means payment by a common carrier to an ocean freight broker. This is NOT FREIGHT FORWARDER COMPENSATION, see

Freight Broker for definition of services.

#### **BULK CARGO**

means cargo that is loaded and carried in bulk without mark or count in a loose unpackaged form, having homogeneous characteristics and is exempt from tariff filing requirements. Bulk cargo loaded into intermodal equipment is subject to mark and count and is, therefore, subject to tariff filing requirements.

#### **BUSINESS HOURS**

means that period of each calendar day except Saturdays, Sundays, and Holidays from 7:00 A.M. to 6:00 P.M.

#### **CARGO, N.O.S.**

means commodities not otherwise specified in individual commodity items.

#### **CARRIER**

means PAGE INTERNATIONAL, INC.

#### **CAUTION**

means articles which may be subject to Hazardous Materials Rules.

#### **CHASSIS**

means a wheeled assembly, with or without container, constructed to accept mounting of a demountable trailer body, container or flexi-van.

#### **CO-LOADING**

means the combining of cargo by two or more NVOCCs for tendering to an ocean common carrier under the name of one or more of the NVOCCs.

#### **COMBINATION RATES**

means an intermodal rate computed by adding together the ocean freight rate in a TRI and inland freight rate from/to an inland point.

#### **COMMON CARRIER**

means an entity holding itself out to the general public to provide transportation by water of cargo between the

United States and a foreign country for compensation that:

1. assumes responsibility for the transportation from port or point of receipt to the port or point of destination and
2. utilizes, for all or part of that transportation, a vessel operating on the high seas or the Great Lakes between a port in the United States and a port in a foreign country, except ferry boat, ocean tramp, chemical parcel tanker or vessels transporting proprietary cargo.

#### CONSIGNEE

means the person, firm or corporation shown on the Bill of Lading as the receiver of the property transported by the carrier.

#### CONSIGNOR

See Shipper

#### CONTAINER

means single rigid, non disposable, demountable freight carrying unit designed to be transported by different modes of transportation. They may be dry cargo, reefer, ventilated, insulated, flat rack, vehicle rack, liquid tank or open top, with or without bogies attached, having a closure of a permanently hinged door, that allows ready access to the cargo. All types of containers will have construction, fittings and fastenings able to withstand, without permanent distortion or additional exterior containment, all the stress that may be applied in normal service use of continuous all water and intermodal transportation. Except as otherwise provided, the term container is interchangeable with trailer and has common meaning.

#### CONTROLLED TEMPERATURE

means the maintenance of a specific temperature or range of temperatures in containers.

#### DAY

means a twenty-four (24) hour period beginning at 12:01 A.M.

#### DRY CARGO

means cargo other than that requiring temperature control, atmosphere control or bulk cargo.

#### EFFECTIVE DATE

means the date upon which a published tariff or tariff element is scheduled to go into effect. The first day of effect for a tariff or tariff element.

#### EXPIRATION DATE

means the last day of effect for a tariff or tariff element; after this date the tariff or tariff element is may NOT be used.

#### FORESTRY PRODUCTS

means forestry derived products inclusive of, but not limited to the following: lumber in bundles, rough timber, ties, poles, piling, laminated beams, bundled siding, bundled plywood, bundled core stock or veneers, bundled particle or fiber boards, bundled hardwood, wood pulp in rolls, wood pulp in unitized bales, paper or paperboard in rolls or in pallet or skid sized sheets, liquid or granular by-products derived from pulping and papermaking and engineered wood products. Generally wood products not further worked that indicated in items above are exempt from tariff publication requirements. Wood finished products which have identifiable end usages are not "forestry products" and would be subject to publication regulations.

#### FREIGHT BROKER

means an entity which is engaged by a carrier to secure cargo for such carrier and/or to sell or offer for sale ocean transportation services and which holds itself out to the public as one who negotiates between shipper or consignee and carrier for the purchase, sale, conditions and terms of transportation.

#### FREIGHT FORWARDER

means an entity that dispatches shipments from the United States via a common carrier and books or otherwise arranges space for those shipments on behalf of shippers; and processes the documentation or performs related activities incident to those shipments.

## HARMONIZED SYSTEM

means the Harmonized Tariff Schedule of the United States, based on international Harmonized System, administered by the U.S. Customs Service for the U.S. International Trade Commission and Schedule B, administered by the U.S. Census Bureau.

## HOLIDAY

used in this tariff shall consist of the following days:

- New Years Day
- Martin Luther King Day
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Fourth of July
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

When any of the holidays stipulated above falls on Sunday, the following Monday shall be deemed as that holiday.

## IN PACKAGES

means any shipping form other than in bulk, loose, in glass or earthenware not further packed in containers or on skids.

## INTERMODAL TRANSPORTATION

means continuous through transportation involving more than one mode of service (e.g., ship, rail, motor, air), for pickup or delivery at a point beyond the port at which the vessel calls. The term intermodal transportation can apply to through transportation at through rates or transportation on through routes using combination rates. See also Through Transportation.

## KILO TON

means 1,000 Kilos.

## 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.

#### LOCAL RATES

means rates or charges for transportation over the route of a single common carrier, the application of which is not contingent upon a prior or subsequent movement.

#### LOCATION GROUP

means a logical collection of geographic points, ports, states, countries which is primarily used to conveniently apply tariff rate items, rules or assessorial charges to all locations within the grouping.

#### LOYALTY CONTRACT

means a contract with an ocean common carrier or agreement by which a shipper obtains lower rates by committing all or a fixed portion of its cargo to that carrier or agreement and the contract provides for a deferred rebate arrangement.

#### LUMPSUM

means a rate stated for a given amount of cargo which is not a standard shipping unit and may include various mixes of shipping units, i.e. for shipment consisting of two 20 foot standard containers, one 40 foot flatbed and five pieces measuring 50 cft. and weighing 3500 lbs.

#### MIXED SHIPMENT

a shipment consisting of articles described in and rated under two or more TRI items of this tariff.

#### MOTOR CARRIER

means participating motor carrier or motor carriers.

#### NESTED

means that three or more different sizes of the article or commodity are shipped so that beginning with the smallest size each is placed within the next larger size, or three or more of the articles must be placed within each other so that, each upper article will not project above the lower article more than one third of its height.

#### NON-HAZARDOUS

means non-label cargo which is permitted stowage between or under decks, other than Magazine, and will be rated in accordance with the rates as provided in the commodity item and if no specific commodity is published then the Cargo, N.O.S. rate will apply.

#### NON-VESSEL OPERATING COMMON CARRIER

means a firm providing transportation by water of cargo between the United States and a foreign country for compensation without operating the vessels by which the transportation is provided, and may include the following:

1. purchasing transportation services from a VOCC and offering such services for resale to other persons.
2. payment of port-to-port or multimodal transportation charges.
3. entering into affreightment agreements with underlying shippers.
4. issuing bills of lading or equivalent documents.
5. arranging for and paying for inland transportation on through transportation movements
6. paying lawful compensation to ocean freight forwarders
7. leasing containers;
8. entering into arrangements with origin or destination agents.

#### NVOCC NEGOTIATED RATE ARRANGEMENTS (NRA)

means a written and binding arrangement between a shipper or consignee and an NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination, on receipt of the cargo by the Carrier or its agent (see Rule 3). All NRA's must be in writing; contain each party's legal name and address and affiliates; contain the names, title and addresses of the representative of each party; be effective prior to the date of Carrier's receipt of the cargo; clearly specify the rate and the shipment or shipments to which such rate applies. An NRA may NOT be modified after Carrier's receipt of the initial shipment.

#### NVOCC SERVICE ARRANGEMENTS (NSA)

means a written contract, other than a bill of lading or receipt, between one or more shippers and an individual NVOCC or two or more affiliated NVOCC's, in which the shipper makes a commitment to provide a certain minimum

quantity or portion of its cargo or freight revenue over a fixed time period and the NVOCC commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.

#### OCEAN COMMON CARRIER

A Vessel Operating Common Carrier, as defined herein.

#### OCEAN TRANSPORTATION INTERMEDIATARY

means an Ocean Freight Forwarder or a Non-Vessel Operating Common Carrier, which are separately defined herein.

#### ONE COMMODITY

means any or all of the articles described in any one rate item in this tariff.

#### PACKAGE OR PACKAGES

means any container other than trucks or in shipping forms other than in bulk, loose or on skids, providing such container or form of shipment will render the transportation of the freight reasonably safe and practicable.

#### PACKING OR STUFFING

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

#### POINT

means a particular city, town, village, community, or other area which is treated as a geographic unit for the application of rates.

#### PLACE

means a particular street address or other designation or a factory, store, warehouse, place of business, private residence, construction camp or the like, at a "Point."

#### PROJECT RATES

means rates applicable to the transportation of materials, equipment or supplies to be employed in the construction or development of a named facility used for a major governmental, charitable, manufacturing, resource

exploitation and public utility or public service purpose, including disaster relief projects.

#### PROPORTIONAL RATES

means rates or charges assessed by a common carrier for transportation services, the application of which is conditioned upon a prior or subsequent movement.

#### PUBLISHER

means an organization authorized to publish or amend tariff information.

#### RATE

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

#### REVENUE TON

means one ton of cargo W or M, as freighted, see rule 2.

#### SCOPE

means the geographic locations, i.e. points, ports, states, countries or combinations, to and from which the tariff rate, rules and other provisions apply

#### SHIPPER

means a cargo owner; the person for whose account the ocean transportation is provided; or the person, firm, or corporation shown on the shipping documents as the party tendering the property received by the carrier for transportation. A shipper may be a shipper's association or an NVOCC in its relationship with a VOCC.

#### SHIPPERS' ASSOCIATION

means a group of shippers that consolidates or distributes freight on a nonprofit basis for the members of the group in order to secure volume rates or service contracts.

#### SHIPMENT

means a quantity of property physically tendered by one consignor/shipper at one port of origin at one time for one consignee at one port of destination, for which a single shipping document has been issued. Except by prior

arrangement carrier may accept "part shipment", I.E. multiple deliveries to be covered by a single bill of lading as a single shipment.

#### SITE

means a particular platform or specific location for loading at a "Place."

#### SPECIAL PERMISSION

means permission, authorized by the Federal Maritime Commission, for certain tariff publications that do not conform with applicable regulations, usually involving effectiveness on less than statutory notice.

#### STUFFING UNSTUFFING

see PACKING and UNPACKING

#### TARIFF

means a publication containing the actual rates, charges, classifications, rules, regulations and practices of a common carrier or conference. The term practices refers to those usages, customs or modes of operation which in any way affect, determine or change the transportation rates, charges or services provided by a common carrier or conference.

#### TARIFF RATE ITEM

means a single freight rate, in effect on and after a specific date for a specific time period for the transportation of a stated cargo quantity, which may move from origin to destination under a single specified set of transportation conditions, such as container size or temperature.

#### THROUGH TRANSPORTATION

means continuous transportation between points of origin and destination, either or both of which lie beyond port terminal areas, for which a through rate is assessed and which is offered or performed by one or more carriers, at least one of which is a common carrier, between a United States point or port and foreign point or port.

#### TIME/VOLUME RATE

means a rate published in a tariff which is conditioned

upon receipt of a specified aggregate volume of cargo or aggregate freight revenue over a specified period of time.

#### TRAILER

interchangeably, with Container, see definition for CONTAINER.

#### TRANSSHIPMENT

means the physical transfer of cargo from one vessel to another vessel in the course of all-water or through transportation. When cargo is transferred from the vessel of one carrier to a vessel of another carrier, at least one of the carriers is an ocean common carrier subject to Federal Maritime Commission jurisdiction and shall be deemed the "publishing carrier" for the purposes of providing public notice of the applicable through rate.

#### TRUCK

means any vehicle propelled or drawn by a single mechanical power unit and used on the property.

#### UNITIZED LOAD

means a consolidation of shipping packages secured to pallets when the individual component shipping packages are bonded or otherwise securely held together to form a single shipping unit that has been prepared by the shipper in order to facilitate mechanical handling.

#### UNPACKING, UNSTUFFING OR STRIPPING

means the removal of the cargo from the containers as well as the removal of all securing material not constituting a part of the container.

#### VESSEL OPERATING COMMON CARRIER

means a COMMON CARRIER, as defined herein, operating vessels on the high seas or the Great Lakes, between U.S. ports and foreign ports.

#### WATER CARRIER'S TERMINAL

means the place where cargo or loaded or empty containers are received by water carrier or delivered by water carrier. The place where water carrier assembles, holds or stores cargo and its containers.

## **RULE 29 - SYMBOLS AND ABBREVIATIONS**

### **A. Rate Basis Codes**

Code	Definition
AV	Ad Valorem
EA	Each (as defined in notes)
LS	Lump Sum (term defined in Rule 28)
M	Measure
MBF	1000 Board Feet
PC	Per Container
W	Weight
WM	Weight/Measure

### **B. Shipment Service Types**

Code	Definition
B	Barge
D	Door
H	House
M	Motor
O	Ocean Port
P	Pier
R	Rail Yard
S	Container Station
T	Terminal
U	Rail Siding
X	Team Tracks
Y	Container Yard

### **C. Shipment Stowage Location Codes**

Code	Definition
BS	Bottom Stowage
N/A	Not Applicable
OD	On Deck

### **D. Container Type Codes**

Code	Definition
AC	Atmosphere Control
CF	Collapsible Flatrack
DF	Drop Frame
FB	Flat Bed
FR	Flat Rack
GC	Garment Container
HH	Half-Height
HT	Hardtop
IN	Insulated
N/A	Non-containerized cargo/not applicable
OT	Open Top
PC	Dry
PL	Platform
RE	Reefer
TC	Tank
TL	Top Loader
TR	Trailer
VR	Vehicle Racks

#### E. Container Size Codes

Code	Definition
N/A	Not Applicable
LTL	Less Than Load
10	10 FT Any Height
20	20 FT 8'6"
20A	20 FT 9'0" High Cube
20B	20 FT 9'6" High Cube
20S	20 FT 8'0"
20X	20 FT Any Height
24	24 FT 8'6"
24A	24 FT 9'0" High Cube
24B	24 FT 9'6" High Cube
24X	24 FT Any Height
35	35 FT 8'6"
35A	35 FT 9'0" High Cube
35B	35 FT 9'6"
35S	35 ft 8'0"
35X	35 FT Any Height
40	40 FT 8'6"



40A	40 FT 9'0" High Cube
40B	40 FT 9'6" High Cube
40S	40 FT 8'0"
40X	40 FT Any Height
42	42 FT 8'6"
42A	42 FT 9'0" High Cube
42B	42 FT 9'6" High Cube
42S	42 FT 8'0"
42S	42 FT Any Height
43	43 FT 8'6"
43A	43 FT 9'0" High Cube
43B	43 FT 9'6" High Cube
43S	43 FT 8'0"
43X	43 Any Height
45	45 FT 8'6"
45A	45 FT 9'0" High Cube
45B	45 FT 9'6" High Cube
45S	45 FT 8'0"
45X	45 FT Any Height
48	48 FT 8'6"
48A	48 FT 9'0" High Cube
48B	48 FT 9'6" High Cube
48S	48 FT 8'0"
48X	48 FT Any Height
53	53 FT 8'6"
53A	53 FT 9'0" High Cube
53B	53 FT 9'6" High Cube
53S	53 FT 8'0"
53X	53 FT Any Height
N/A	Not Applicable

#### F. Container Temperature Codes

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

#### G. Volume Units

Code    Definition

CBM    Cubic Meter

CFT    Cubic Feet

#### H. Weight Units

Code    Definition

KGS    Kilograms

KT    1000 KGS (Metric Ton)

LBS    Pounds

LT    Long Ton (2240 LBS)

ST    Short Ton (2000 LBS)

#### I. Packaging Codes

Code    Definition

BAG    Bag

BAL    Bale

BBL    Barrel

BDL    Bundle

BEM    Beam

BIC    Bing Chest

BIN    Bin

BLK    Bulk

BOB    Bobbin

BOX    Box

BRG    Barge

BSK    Basket/Hamper

BUS    Bushel

BXI    Box, with Inner Container

BXT    Bucket

CAB    Cabinet

CAG    Cage

CAN    Can

CAR    Carrier

CAS    Case

CBC    Containers of Bulk Cargo

CBY    Carboy

CCS    Can Case

CHE Cheeses  
COR Core  
CRD Cradle  
CRT Crate  
CSK Cask  
CTN Carton  
CYL Cylinder

DBK Dry Bulk  
DRK Double-length Rack  
DRM Drum  
DSK Double-length Skid  
DTB Double-length Tote Bin

FIR Firkin  
FLO Flo-Bin  
FRM Frame  
FSK Flask  
FWR Forward Reel

HED Heads of Beef  
HGH Hogshead  
HPC Hopper Car  
HPT Hopper Truck  
HRB On Hanger/Rack in Boxes  
HRK Half-Standard Rack  
HTB Half-Standard Tote Bin

JAR Jar

KEG Keg  
KIT Kit  
KRK Knockdown Rack  
KTB Knockdown Tote Bin  
LBK Liquid Bulk  
LIF Lifts  
LOG Log  
LSE Loose  
LUG Lug  
LVN Lift Van

MRP Multi-roll Pak  
NOL Noil  
NST Nested

PAL Pail  
PCK Packed - Not otherwise  
specified  
PCS Pieces  
PIR Pirns  
PKG Package  
PLF Platform  
PLN Pipeline  
PLT Pallet  
POV Private Vehicle  
PRK Pipe Rack  
  
QTR Quarts of Beef  
  
RAL Rail (Semi-conductor)  
RCK Rack  
REL Reel  
ROL Roll  
RVR Reverse Reel  
  
SAK Sack  
SHK Shook  
SID Sides of Beef  
SKD Skid  
SKE Skid, Elevating or  
Lift Truck  
SLV Sleeve  
SPI Spin Cylinders  
SPL Spool  
  
TBE Tube  
TBN Tote Bin  
TKR Tank Car Rail  
TKT Tank Truck  
TLD Intermodal Trailer/  
Container Load (Rail)  
TNK Tank  
TRC Tierce  
TRK Truck and Chest  
TRY Tray  
TSS Trunk, Salesmen Sample  
TUB Tub

UNP Unpacked  
UNT Unit

VEH Vehicles  
VPK Van Pack

WHE On Own Wheels  
WLC Wheeled Carrier  
WRP Wrapped

N/A Not Applicable

#### J. Length Units

Centimeters CM  
Feet FT  
Inches IN  
Meters M

#### K. Measure Board Feet

Thousand Board Feet MBM

#### L. Distance Units

Kilometers KM  
Miles MI

#### M. Hazard Codes

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

#### N. Stuffing/Stripping Modes

Not Applicable N/A  
Mechanical MECH  
Hand Loading HAND

O. Inland Transportation Modes

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

P. Freight Forwarder/Broker Type Codes

Not Applicable	N/A
Freight Forwarder	FF
Customs House Broker	CB
Other	OTH

Q. Tariff Types

Bill of Lading Tariff	BL
Equipment Interchange Agreement Tariff	EI
Essential Terms Publication	ET
Foreign Commodity Tariff	FC
Foreign Rules Tariff	FR
Terminal Tariff	TM
Service Contracts	SC

J. Filing/Amendment Type Codes

Code Definition

A Increase

C Change resulting in neither increase nor decrease in rate or charges.

E Expiration (used with "A" if the deletion results in the application of a higher "cargo, n.o.s." or similar rate)

- I New or initial matter
- K Rate or change filed by a controlled common carrier member of a conference under independent action.
- M Transportatiopn of U.S. Department of Defense cargo by American flag common carriers.
- P Addition of a port or point
- R Reduction
- S Special Case matter filed pursuant to Special Permission, Special Docket or other Commission direction, including filing of tariff data after suspension, such as for controlled carriers. Requires "Special Case Number."
- T Terminal Rates, charges or provisions or canal tolls over which the carrier has no control.
- W Withdrawal of an erroneous filing on the same filing date.
- X Exemption for controlled carrier data in trades served exclusively by controlled carriers or by controlled carriers of states receiving most favored nation treatment.

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