Blue Eagle Consolidate Services GMBH Rules Tariff for NVOCC Service Arrangements and Negotiated Rate Arrangements.

Blue Eagle Consolidation Services GMBH
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RHEINLAND-PFALZ
MAINZ, Germany 55129
FMC Org. # 009859
Effective Date: April 1, 2024 (unless otherwise stated herein)

Blue Eagle Consolidation Services GMBH ("Carrier") is a Non-Vessel Operating Common Carrier ("NVOCC") registered with the Federal Maritime Commission ("FMC").

NOTICE TO TARIFF USERS

Carrier has opted to be exempt from rate tariff publication requirements pursuant to 46 C.F.R 520 and 532. Carrier has opted for the exclusive use of Negotiated Rate Arrangements ("NRA") and NVOCC Service Arrangements ("NSA"). As used herein the term "Customer" refers to the Shipper, Consignee or owner of the Goods who engaged Carrier's services pursuant to an NRA or NSA.

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

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

Rule 1 SCOPE

Rules, Provisions, Terms and Conditions named in this Tariff apply on General Cargo transported pursuant to an effective NRA or NSA BETWEEN the United States Atlantic, Gulf or Pacific Coast Ports, Great Lakes Ports, Ports in Alaska or Hawaii, United States inland Points, or Ports or Points in U.S. Territories or Possessions that are named within the governing NRA or NSA, on the one hand, AND, on the other the Foreign Ports or Points named within the governing NRA or NSA. Rates named in NRAs or NSAs governed by this Tariff applying from/to Ports or Port Location Groups, are Freight of All Kinds (FAK) rates. Rates named in NRAs or NSAs governed by this Tariff applying from/to inland Points or Point Location Groups are through intermodal FAK rates and are NOT Subject to any outport or inland point arbitrary charge unless such outport or inland point arbitrary charge is named in the governing NRA or NSA. Except as otherwise provided in individual NRAs, all rates named in NRAs or NSAs governed by

this Tariff shall also apply as proportional FAK rates applicable on cargo having specific prior or subsequent transportation movements. All NRAs offered by Carrier incorporate the following notice: THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.

Rule 1-1 SCOPE - THROUGH RATES/INTERMODAL TRANSPORTATION

effective date = 25Jun2010

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

B) Intermodal Rates will be shown as single-factor through rates as specified in individual NSAs or NRAs.

C) Inland Carriers will be utilized on the basis of availability of service and as Carrier (or any d/b/a or agent thereof) deems necessary to guarantee safe and efficient transportation. Carrier (or any d/b/a or agent thereof) is NOT obligated to transport cargo by any particular rail, motor, air or water carrier, NOR shall Carrier (or any d/b/a or agent thereof) be restricted to the use of Customer's "preferred" or "selected" carriers. Selection of the rail, motor, air or water carrier to be used for any portion of the inland transportation of cargo from/to the inland Point of Service to/from the Port of Interchange shall be at the sole discretion of Carrier (or any d/b/a or agent thereof).

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

Rule 1-2 SUBSTITUTED SERVICE

Carrier expressly reserves the right, at its sole discretion, for any reason whatsoever and without notice, to transfer cargo in its possession from one container to another, to shift cargo from one underlying vessel operating common carrier to another and/or to substitute one mode of transportation for another at any port or point in, or for any portion of, the through transportation service provided by the Carrier. Any such transfer, shifting or substitution shall be deemed to be within the contract of affreightment and shall NOT be considered a deviation therefrom.

Carrier reserves the right to transfer cargo to alternate or substitute ports of service by trucking, rail, or any other means of transportation deemed appropriate by the Carrier. In no event shall any such transfer arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.

Rule 2 APPLICATION OF RATES AND CHARGES

Rates, Surcharges and Assessorial Charges named in NRAs or NSAs governed by this Tariff, and Rules and Provisions named in this Tariff apply to cargo transported by Carrier, subject to the terms, provisions and limitations listed herein. All NSA, NRA or tariff rates, rules and charges applicable to a given shipment will be those in effect when the cargo is received by the ocean carrier or its agent, including originating carriers in the case of rates for through transportation. In the case of consolidated cargo, cargo receipt will occur when the container is fully stuffed and sealed.

A. Except as otherwise provided, rates as published herein or included in an NSA or NRA are stated in terms of United States Currency and apply per weight ton of 1000 Kilos (W) or measurement ton of 1 Cubic Meter (M), whichever produces the greater revenue, in accordance with the specifications of the of the applicable rate.

i. Freight and additional charges on shipments subject to rates or charges stated on a weight unit basis will be computed on the gross weight of the cargo PLUS the weight of all packing materials, pallets or shipping containers (exclusive of the weight of the ocean container) established at the time cargo is tendered for transportation at origin.

ii. Carrier reserves the right to weigh or reweigh, on certified scales, any cargo tendered for shipment. Any weight so ascertained by the Carrier shall be deemed paramount and shall be used to compute freight and additional charges regardless of any other weight, certified or otherwise, declared or provided by the Shipper or his agent. Customer may however at its own expense, seek independent certification of the accuracy of any scales utilized by the Carrier.

iii. Freight and additional charges on shipments subject to rates or charges stated on a measurement unit basis will be computed on the overall measurement of each piece, package or unit in the shipment. The cubical content of each piece, package or other unit shall be the extreme dimensions of the length, width and height of such piece, package or unit.

iv. Before any other calculations are made all fractional centimeter or inch dimensions will be disposed of as follows:

1. All fractions of less than one-half centimeter/inch shall be dropped.
2. All fractions of one-half centimeter/inch or more shall be rounded up to the next full centimeter/inch.

v. When calculating freight and additional charges of an irregular or unusually shaped piece, package or unit, the 3 (three) greatest dimensions shall be used as the rating measurements. When calculating freight and additional charges of Barrels, Casks, Kegs, Drums or other cylindrical shipping units, measurements shall be taken on the square of the bilge.

vi. CORRECTIONS IN WEIGHT AND/OR MEASUREMENTS: All freight and assessorial charges billed on the basis of weight and/or measurement are in all cases SUBJECT to revision and correction if the weights and/or measurements are found to be incorrectly stated or declared regardless of the party responsible for the original error.

B. Rates as published herein apply between port/point of loading and port/point of discharge, and unless otherwise specifically provided within individual NRA or NSA do not include terminal, handling, wharfage, marine insurance or any other accessorial charges which are established by Custom of the Port, by Port Tariffs, or by U.S. Customs. Any assessorial charges which are assessed against the cargo will be for the account of the cargo.

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

D. DESCRIPTION OF SERVICE

Except as otherwise provided all rates and charges in the applicable NSA or NRA or in this tariff are applicable to the transportation of general commodities in containers and apply via the services noted below.

DOOR (D)

AT ORIGIN - applies when the cargo is loaded on shipper's premises at shipper's expenses. Rate includes inland transportation from shipper's premises to carrier's designated facility.

AT DESTINATION - applies when the cargo is loaded on consignee's premises at consignee's expenses. Rate includes inland transportation from carrier's facility to the consignee's premises.

HOUSE (H), OCEAN PORT (O) OR CONTAINER YARD (Y)

AT ORIGIN - applies when the empty container is made available to the shipper at carrier's designated facility. Rate does NOT include pick-up, loading or return of loaded container to carrier's designated facility.

AT DESTINATION - applies when the loaded container is made available to the consignee at carrier's designated facility. Rate does NOT include, delivery, unloading or return of empty container to carrier's designated facility.

MOTOR (M) OR RAIL (R)

AT ORIGIN - applies when the empty container is made available to the shipper at carrier's container depot. Rate does NOT include pick-up, loading or return of loaded container to carrier's designated MOTOR (M) or RAIL (R) terminal. Rate includes all inland transportation from MOTOR (M) or RAIL (R) terminal to carrier's facility.

AT DESTINATION - applies when the loaded container is made available to the consignee at carrier's MOTOR (M) or RAIL (R) terminal. Rates does NOT include delivery, unloading or return of empty container to carrier's designated container depot. Rate includes all inland transportation from carrier's facility to MOTOR (M) or RAIL (R) terminal.

PIER (P) OR CONTAINER FREIGHT STATION (S)

AT ORIGIN - applies when the shipper delivers cargo to carrier's designated facility at shipper's expense.
For full containerloads rate includes loading the container by the carrier.

AT DESTINATION - applies when the consignee picks up cargo at carrier's designated facility at consignee's expense.
For full containerloads rate includes

unloading the container by the carrier.

G. PROHIBITED OR RESTRICTED ARTICLES

Except as otherwise provided herein or agreed to in writing by carrier and shipper, the following articles will not be handled unless prior arrangements have been made with carrier:

1) Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with carrier.

2) Cargo which because of its inherent vice is likely to impregnate or otherwise damage carrier's containers or other cargo.

3) Cargo which requires protection from heat or cold.

4) Bank bills, coin or currency, deeds, drafts, notes or valuable paper of any kind; jewelry including costume or novelty jewelry, except where otherwise specifically provided; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured 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.

5) Animals, Birds and Fish, alive.

6) Articles, or parts thereof, the transportation of which is prohibited in U.S. interstate or foreign commerce, or which is prohibited by applicable laws of other countries to or through which Carrier provides transportation service.

7) Green salted hides.

H. MARKING OF FREIGHT

Each single carton, package or other separate article MUST be plainly and durably marked with the name and address of the shipper and the name and address of the consignee.

I. INSURANCE AND CONSULAR/CUSTOMS DUTIES/FEES

i. Rates named in the applicable NSA or NRA or herein do not include marine or any other insurance, and no premiums for account of shipper may be absorbed by the carrier. Nor to the rates named in the applicable NSA or NRA or herein8 include any Consular or Customs duties, fees or clearance charges.

ii. The Shipper and Consignee shall be and will remain severally and jointly liable for all Customs duties or fees and/or Customs clearance charges assessed upon arrival of cargo at destination. Cargo which cannot be cleared through Customs for any reason whatsoever will be stored and/or warehoused by Carrier at the risk and expense of the cargo, returned to origin upon Customer’s instructions, OR, turned over to Customs authorities without any further responsibility or liability on the part of Carrier.

iii. Any damage, deterioration or loss of cargo, and any fine imposed by Customs or other legal authorities at destination, as the result of Customer's or its authorized agent's failure to comply with Customs or Consular regulations, or for any errors or omissions in Shipper supplied documentation or shipping information/instructions, shall be for the account of the cargo.

J. LIMITATION OF SERVICE

1. The carrier is not obligated under this tariff or any NRA or NSA to transport property for which suitable equipment is not available, nor is transportation to be performed under impractical or unsafe circumstances in the judgement of the carrier.

2) Nothing in this tariff shall be construed as to create any obligation for the carrier to institute or maintain any service from or to any places, and all rates, rules and regulations will apply when services so mentioned are operating.

M. PACKAGING REQUIREMENTS

All cargo shall be properly packed in such manner as to protect it against damage from stowage in holds or handling in quantities along with other cargo in any customary manner required for usual sea dispatch.

N. FORCE MAJEURE

FORCE MAJEURE CLAUSE: Without prejudice to any rights or privileges of the Carrier under covering Bills of Lading, Dock Receipts, or Booking Contracts under applicable provisions of law, in the event of any circumstances beyond the reasonable control of that party, including, without limitation, natural disasters, weather events or other such acts of god, or war, national emergency, hostilities, warlike operations, embargoes, riots, civil commotion, acts of terrorism, piracy, fire, explosion, flood, criminal acts, computer viruses, third party cyber-attacks or other information security related threats, blockages, port congestion, strikes or other industrial disputes (except if relating solely to that party's or subcontractors` workforce), shortage of labor, materials and services and inability or delay in obtaining supplies, epidemic, pandemics, compliance with any acts of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Regulations and the Shipping Act of 1984, as amended.

O. METRIC CONVERSION

In areas where the metric system prevails the following conversion factors will apply:

2.2046	lbs.	= 1	kilos
2204.6	lbs.	= 1000	kilos
35.31	cu. ft.	= 1	cubic meter
.3937	inch	= 1	centimeter

P. SHIPPER LOAD AND COUNT

Where containers are loaded by shipper or his agent and sealed, Carrier will accept such shipments subject to

"Shipper's Load and Count" and Bill of Lading shall be so claused and Carrier will not be responsible either directly or indirectly for damage resulting from improper loading or mixing of articles in the container or any discrepancy in count or concealed damage to articles. The shipper shall furnish Carrier with a list of contents showing description of goods and the gross weight and cubic measurements of the contents of the container. Carrier reserves the right to open and inspect the contents of a container and so indicates on the Bill of Lading, resealing the container. When containers loaded with goods moving subject to shipper's load and count are delivered to consignee or his agent, consignee or his agent must furnish Carrier with a claim-free receipt prior to release of container or contents for delivery.

Rule 3 SURCHARGES, ASSESSORIALS, AND OTHER FEES

Applicable surcharges, assessorials and other fees will be included in the applicable NSA or NRA unless otherwise stated therein. To the extent such surcharges, assessorials or other fees are unknown by Carrier at the time of receipt of cargo, such charges will be passed-through at cost and subject to a $25 advanced payment fee.

Rule 4 FAK RATES

If no valid NRA or NSA is applicable to a particular Shipment then the Cargo, N.O.S. rates listed below will apply:

US Outbound USD 10,000 / TEU
US Inbound USD 10,000 / TEU

For less-than-container load shipments, the following Cargo, N.O.S. rate shall apply

USD 1,000 / CBM

Rule 5 RESERVED

Rule 6 MINIMUM BILL OF LADING CHARGES

Except as otherwise specifically provided herein, the minimum charge for a single shipment from one shipper to one consignee shall be: $45.00

Rule 7 PAYMENT OF FREIGHT CHARGES

A) Ocean freight and other Tariff charges are due and completely earned upon receipt of cargo by the Carrier, regardless of whether cargo is lost and/or damaged.

B) Currency Clause:
Rates and Charges are quoted in United States of America currency and have been determined with due consideration to the relationship of U.S. currency to other currencies involved. In the event of any material change of this relationship, the Carrier reserves the right upon publication if in conformity with the provisions of the United States Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, to adjust the rates and

charges as required to remove the adverse effects.

Rule 8 BILL(S) OF LADING

BILL OF LADING TERMS
Blue Eagle Consolidation Services GmbH

The Carriage herein is performed subject to the Standard Bill of Lading Terms of Blue Eagle Consolidation Services GmbH. Without Prejudice to the Carrier's right to refer to and rely upon all of the Standard Bill of Lading Terms of Blue Eagle Consolidation Services GmbH. An extract of those terms is printed below for the Merchant's convenience. The full terms are available upon request or at www.blue-eagle.net.

1. Definitions

1.1 "Bulk Goods" shall include any beverages or other liquids which are not bottled or in cartons or otherwise packaged for retail sale and which are carried or stored in a container, flexitank, Isotank or similar transport container.

1.2 "Combined Transport" shall mean carriage covered by this Bill of Lading where the "Place of Receipt by Pre-Carrier" and/or the "Place of Delivery by On-Carrier" are indicated on the face of this Bill of Lading in the spaces so designated.

1.5 "Carrier" shall mean Blue Eagle Consolidation Services GmbH.

1.6 "Freight" shall mean al monies of whatever nature howsoever payable by the Merchant to the Carrier.

1.8 "Merchant" shall mean the Shipper, the Consignee, the holder of the Bill of Lading, the owner of the Goods or any person, body or corporate body at whose request the Carrier provides Services.

1.9 "Port-to-Port" carriage shall be any carriage which is not Combined Transport.

2. Application

2.1 All Carriage shall be subject to these conditions.

2.2 The Merchant warrants that it is either the owner of the Goods or that it is authorized by such owner to accept these conditions on behalf of the owner.

2.3 If the Carriage is subject to any compulsorily applicable legislation, regulations or directives, these conditions shall, in relation to such Carriage, be read subject to such legislation, regulations or directives.

2.4 Insofar as any clause or sub-clause of these conditions or any part thereof is held by a Court to be contrary to any compulsorily applicable legislation, regulation or directive or otherwise judged by a Court to be unlawful, void or unenforceable such clause or sub-clause

shall, to the extent necessary, be severed from these conditions and rendered ineffective as far as possible without modifying the remaining provisions of these conditions.

2.5 Nothing in these conditions should be construed as a surrender by the Carrier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under any compulsorily applicable legislation, regulations or directives.

3. Clause Paramount

3.1 The Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading, signed at Brussels on the 25th August 1924 as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation in the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the Hague Rules shall apply.

3.2 In trades where the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 (The "Hague-Visby" Rules) compulsorily apply, the provisions of the legislation compulsorily applying the Hague-Visby Rules shall be considered to be incorporated into this Bill of Lading.

3.3 If the carriage covered by this Bill of Lading includes carriage from or to a port or place in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1936 ("US COGSA"), the terms of which are incorporated herein and shall apply throughout the carriage by sea and during the time that the Goods are in the actual custody of the Carrier at the sea terminal in the United States of America before loading onto the vessel or after discharge therefrom, as the case may be.

4. Services

4.1 The Carrier shall have full liberty to subcontract all or any part of the Services on any terms whatsoever.

4.2 The Carrier shall, in its absolute discretion, decide on the means, route and method by which the Carriage is to be performed.

4.3 Without Prejudice to the generality of Clause 4.2 above, the Carrier may, without notice to the Merchant:

(i) carry the Goods on or under deck;

(ii) load or carry the Goods aboard any vessel, whether named in this Bill of Lading or not;

(iii) transship, cross pump or otherwise transfer any Goods to a different conveyance, container or similar transport unit at any time during the Carriage; or

(iv) at any time during the Carriage unpack and remove any Goods which may have been loaded in or on a trailer,

container, palet or similar transport unit.

4.4 The Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Merchant or his agent in accordance with this Bill of Lading or when the Goods have been tendered for delivery at the usual place of delivery at the consignee's address within the usual local business hours or handed over to any authority or other party to whom, pursuant to the law, regulation or custom applicable at the place of delivery, the Goods must be handed over, or such other place at which the Carrier is entitled to call upon the Merchant to take delivery.

4.5 If the Consignee fails to take delivery of the Goods at the time and place when and where the Carrier is entitled to deliver or call upon the Merchant to take delivery:

(i) the Carrier shall be entitled to arrange storage of the Goods as agent for the Merchant and the Carrier may contract for such storage on any terms whatsoever;

(ii) the Merchant shall be responsible for any costs or expenses of such storage and/or any Freight raised in relation thereto and in addition, the Merchant shall be responsible for arranging insurance in respect of the Goods; and

(iii) the Carrier shall be entitled to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances):

(a) after at least 14 days written notice to the Merchant (or where the Merchant cannot be traced and reasonable efforts have been made by the Carrier to contact any parties who may reasonably be supposed by the Carrier to have any interest in the Goods without notice), any Goods which have been stored in accordance with this clause for a period of 28 days or more and which cannot reasonably be delivered as instructed; and

(b) without notice, any Goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Carrier or any third parties or to contravene any applicable laws or regulations.

5. Negotiability and Title

5.1 This Bill of Lading is issued in a negotiable form unless it is marked "non-negotiable". The holder of this Bill of Lading by endorsement shall be entitled to receive or to transfer the Goods and the Carrier shall be entitled to effect delivery to such holder.

5.2 This Bill of Lading shall be prima facie evidence of the receipt by the Carrier of the Goods as described in this Bill of Lading unless a contrary indication, such as "shipper's weight, load and count", "shipper packed container" or similar expressions, has been made on the Bill of Lading.

6. Dangerous Goods

6.1 Without prior written agreement by an authorized officer of the Carrier, the Carrier will not accept or deal with Goods which, by their nature, require special handling, carriage or security including, but not limited to, bullion, coin, precious stones or precious metals, jewelry, pictures, antiques, valuables, watches, human remains, livestock or plants. Should the Merchant cause the Carrier to handle or deal with such

goods otherwise than under a prior written agreement, the Carrier shall have no liability whatsoever for any loss or damage suffered by or in relation to the Goods, howsoever caused.

6.2 If the Goods are dangerous or may become dangerous during the Carriage, the Merchant shall:

(a) advise the Carrier in writing before the commencement of the Carriage of the exact nature of the Goods and of the danger and, if appropriate, any precautions to be taken by the Carrier to ensure that the Goods do not cause harm to any person, property or the environment;

(b) ensure that the Goods, their packaging and any container, flexitank, Isotank, trailer or other equipment supplied by the Merchant is clearly marked and labeled and that such marking and labeling and any packaging is in accordance with any applicable local law or regulations; and

(c) comply with any legislation, conventions or regulations relating to the Carriage of such Goods.

6.3 Unless notice is given by the Merchant in accordance with Clause 6.2 above, the Merchant warrants that it will not tender for Carriage any Goods which are or might become dangerous or damaging to either themselves, goods, property, any person or the environment.

6.4 If, in the Carrier's reasonable opinion, the Merchant has or may have breached Clauses 6.2 and 6.3 above or the Goods may otherwise pose a risk to health, property or the environment:

(a) the Carrier may, at the expense and risk of the Merchant and without liability to the Carrier destroy, dispose of, abandon, render harmless or otherwise deal with the Goods in any way in which the Carrier, in its absolute discretion considers appropriate;

(b) the Merchant shall indemnify the Carrier from all and any claims, actions, indemnities, liabilities, expenses, losses, damages, costs, penalties or fines arising from or in relation to the Goods, the Carriage and the Carrier acting in accordance with Clause 6.4(a) above.

7. The Goods

7.1 The Merchant warrants that:

7.1.1 The description and particulars of the Goods and any information supplied by the Merchant (including any information supplied by third parties on behalf of the Merchant) is full and accurate;

7.1.2 All Goods are packed and labelled and/or marked in a method which is suitable and appropriate having regard to the nature of the Goods and the anticipated Carriage;

7.1.3 Where the Goods are supplied already loaded in a container, flexitank, Isotank, trailer, or other transport unit, the Goods are properly loaded, stowed and secured therein and the container, flexitank, Isotank, trailer or other transport unit is in sound condition and suitable for the Carriage;

7.1.4 The Merchant has obtained all necessary permits, licenses or other permissions or documents required of the Merchant necessary for the intended carriage of the Goods.

8. Merchants Undertakings

8.1 The Merchant agrees not to make any claim against any director, agent, employee or sub¬contractor of the Carrier in connection with the Carriage whether or not such claim arises out of the negligence on the part of any of them. If, notwithstanding the provisions of this Clause, such a claim is made, whether by the Merchant or otherwise, every director, agent, employee or sub¬contractor shall have the benefit of all provisions herein benefitting the Carrier as if such provisions were expressly for their benefit and in entering into this contract, the Carrier incorporates such provisions not only on its own behalf but also as agent and trustee for such directors, agents, employees and sub-contractors.

8.2 The Merchant shall save harmless and keep the Carrier indemnified from and against al liability, loss, damage, costs and expenses incurred by the Carrier (including, but not limited to, claims, demands, proceedings, fines, penalties and damages) arising out of:

(i) the Carrier acting in accordance with the Merchants instructions whether or not caused or contributed to directly or indirectly by any act, omission, neglect or default on the part of the Carrier and/or its employees or agents;

(ii) any act, omission or default on the part of the Merchant or any breach by the Merchant of any of the warranties or terms of these conditions; and

(iii) any claims for general average made against the Carrier in relation to the Goods. The Merchant agrees to provide security for any general average claims to the Carrier or any other party designated by the Carrier, both promptly and in a form acceptable to the Carrier.

8.3 The Merchant shall save harmless and keep the Carrier indemnified from and against al claims, costs and demands whatsoever, howsoever arising and by whomsoever made or preferred, in excess of the liability of the Carrier under these conditions.

9. Merchant Packed Containers

9.1 If a Container (which, for the purposes of this clause shall include any container, flat rack or other open container, trailer, tank, flexitank, Isotank or other such transport unit) is packed by or on behalf of the Merchant:

9.1.1 The Carrier shall not be responsible for any loss or damage to the Goods or any other contents thereof arising from or in relation to:

(i) the manner in which the Container has been packed or the Goods loaded or stowed therein;

(ii) the unsuitability of the Goods for carriage in the Container;

(iii) the unsuitability or defective condition of the Container;

(iv) the failure to set any thermostat, ventilation or other such controls or apparatus properly or at all.

9.1.2 If the Container was supplied by or on behalf of the Carrier Clause 9.1.1(ii) shall only apply to exclude the liability of the Carrier insofar as the unsuitability or defective condition of the Container should have been apparent to the Merchant upon a reasonable inspection of the Container prior to or during loading.

9.1.3 The Merchant shall inspect Containers prior to and during packing and the use of the Container by the Merchant shall be prima facie evidence of it being fit for purpose and in good and sound condition.

10. Charges and Payment

10.1 Unless otherwise stated in writing, any quotes provided by the Carrier:
(i) Shall be exclusive of VAT, except sales tax as appropriate;
(ii) Shall be exclusive of any taxes, levies, imposts, duties or other such costs or expenses raised upon the Goods; and
(iii) Shall, up to the time of shipment, be subject to variation to take into consideration increases in fuel charges, currency fluctuations, freight rates or other such expenses. If a quotation is so varied, the Carrier shall advise the Merchant as soon as practicable.
10.2 Unless otherwise agreed in writing by an authorised officer of the Carrier and subject to Clause 10.3 below, all Freight shall be fully earned on receipt of the Goods and shall be non-returnable.

10.3 The Merchant acknowledges that Freight has been calculated by reference to particulars provided by the Merchant. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements and value of the Goods but if these particulars are incorrect it is agreed that a sum equal to double the correct Freight less the Freight charged shall be payable as liquidated damages for loss of Freight to the Carrier. This clause is without prejudice to the Carrier's rights or remedies otherwise enforceable or recoverable in the event of the Merchant providing incorrect particulars.

10.4 The Merchant shall pay all sums due to the Carrier in cash or as otherwise agreed without reduction or deferment on account of any claim, counterclaim, set-off or abatement.

10.7 The Merchant shall be responsible for any demurrage charges raised in relation to any vessel or equipment used for the provision of the Carriage.

10.8 The Merchant shall reimburse the Carrier in proportion to the amount of any Freight for any costs for deviation or delay or any other increase of costs of whatever nature arising from or in relation to one of the causes listed in Clause 12.3.

10.9 If any sum payable by the Merchant to the Carrier becomes overdue, interest will be charged at 2% above the Bank of England base rate from time to time in force and shall accrue at such rate after as well as before any judgment. Furthermore, the Merchant shall save harmless and keep the Carrier indemnified from and against all costs, liabilities, expenses, fines, penalties, claims or other losses of whatever nature arising by reason of such late payment.

10.10 Notwithstanding any agreement by Carrier to collect Freight, duties, taxes or any other sums of whatever nature from the Consignee or any other person, the Merchant shall remain liable to pay such sums to the Carrier.

11. Lien

11.1 The Carrier has a general lien on al goods, documents and money held by or on behalf of the Carrier which may be applied against any account or sums due from the Merchant or the owner of the Goods to the Carrier whatsoever. The Carrier also has a particular lien on al Goods, documents and money held by or on behalf of the Carrier.

11.2 Upon the Carrier exercising its lien under Clause 11.1 above, storage charges shall apply to any Goods or documents held subject to the lien. Such storage charges shall be for the account of the Merchant.

11.3 Upon giving the Merchant at least 28 days written notice, the Carrier may sel, dispose of or otherwise deal with the Goods or documents as agent for and at the expense of the Merchant and apply the proceeds towards the payment of any sums due from the Merchant or the owner of the Goods to the Carrier.

11.4 Upon accounting to the Merchant for any balance remaining after payment of any overdue sums and the costs of and/or associated with the storage, sale, disposal and/or dealing with the Goods or documents, the Carrier shall be discharged from any liability whatsoever in respect of the Goods or documents.

11.5 The notice period for the sale, disposal or dealing with the Goods or documents in Clause 11.3 above shall not apply where the Goods are likely to perish, deteriorate or damage other goods or property or if the Carrier considers them to be a risk to life, health or the environment. In such circumstances, the right to sell, dispose or deal with the goods in Clause 11.3 Shall arise immediately upon the sum becoming due. The Carrier shall take reasonable steps to notify the Merchant or other persons interested in the Goods or documents of its intention to sell, dispose or otherwise deal with the Goods or documents.

11.6 The Carrier may apply any money held by the Carrier to the settlement of any sums due from the Merchant or owner of the Goods as the Carrier, in its absolute discretion, considers appropriate. The Carrier will, after satisfaction of all sums due from the Merchant or owner of the Goods, account to the Merchant for the balance of any money so held.

12. Liability

12.1 Port-to-Port Shipments

12.1.1 If the Carriage covered by this Bill of Lading is Port-to-Port the Carrier's liability (if any) for loss, damage or delay to the Goods occurring from and during loading on to any vessel up to and during discharge from that vessel or from another vessel into which the Goods have

been transhipped shall be determined in accordance with the Hague Rules or such other provisions as may be incorporated by Clause 3 above.

12.1.2 The Carrier shall have no liability whatsoever howsoever arising for any loss or damage to the Goods (whether or not the Goods are in its actual or constructive possession) before loading or after discharge.

12.1.3 If, and to the extent that, Clause 12.1.2 is contrary to any compulsory legislation, convention or law, the Carrier shall have the benefits of any rights, immunities, limits, exclusions and defenses available to the Carrier in Clause 12.1.1 as if the loss or damage occurred at sea.

12.2 Combined Transport

12.2.1 If the Carriage covered by this Bill of Lading is Combined Transport, the Carrier undertakes to perform and/or in his own name procure the performance of the carriage from the Place of Receipt by Pre-Carrier or the Port of Loading (as applicable) to the Place of Delivery or the Port of Discharge by On-Carrier (as applicable).

12.2.2 The Carrier shall have no liability for loss, delay or damage whatsoever and howsoever caused to the Goods which occurs before the Goods are received by or on behalf of the Carrier or after delivery of the Goods to the Merchant or the Consignee or otherwise in accordance with the Merchant's instructions or the terms of this Bill of Lading.

12.2.3 If the Merchant can prove the stage of the carriage during which the loss, damage or delay occurred the liability of the Carrier shall be determined:

(i) by the provisions of any national law or international convention, the provisions of which cannot be departed from by private contract and which apply compulsorily to the relevant stage of the carriage;

(ii) where the loss, damage or delay occurred during the carriage of the Goods aboard water borne craft (whether upon inland waterways, coastal routes or the high seas), by the provisions of Clause 12.1.1;

(iii) where no national law or international convention applies in accordance with Clause (i) above and (i) above does not apply, in accordance with Clauses 12.3 to 12.9 below.

12.2.4 Where the Merchant is unable to prove the stage of the carriage during which the loss, damage or delay occurred, the liability of the Carrier shall be determined in accordance with Clauses 12.3 to 12.9 below.

12.3 The Carrier shall not be liable for any loss, damage or claims arising from or in relation to:

(i) act of God;

(ii) consequences of war, invasion, act of foreign enemy, hostilities, civil war, riots, rebellion, insurrection,

military or usurped power or confiscation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;

(iii) seizure or forfeiture under legal process;

(iv) breach by the Merchant of a warranty or other obligation provided by the terms of these conditions;

(v) any other error, act or omission, misstatement or misrepresentation by the Merchant or other owner of the Goods or by servants or agents of either of them;

(vi) inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the Goods;

(vii) insufficient or improper packing, labeling, addressing or, where performed by the Merchant or owner of the Goods or servants or agents of either of them, insufficient or improper loading, stowage and securing;

(viii) strike, lockout, stoppage or restraint of labor from whatever cause; and

(ix) any cause or event whatsoever which the Carrier is unable to avoid and the consequences of which the Carrier is unable to prevent by the exercise of reasonable diligence.

12.4 Where the Carrier can demonstrate that the loss, damage or claim could be attributable to one of the causes in Clause 12.3 above, it shall be presumed that the loss, damage or claim was so caused. However, the Merchant shall be entitled to prove that the loss, damage or claim was not so caused.

12.5 The Carrier gives no warranties or undertakings with regard to collection or delivery dates or times and is under no liability whatsoever for failure to adhere to any collection or delivery dates or times.

12.6 The Carrier shall not in any circumstances be liable for any consequential loss whatsoever, howsoever arising, including, but not limited to, loss of profits (whether direct or consequential), goodwill, market share, future or anticipated sales, loss of production or factory downtime, damages, costs and expenses incurred or payable by the Merchant to any third party or any other indirect or consequential loss.

12.7 For all claims whatsoever, howsoever arising the Carrier's liability shall not exceed:

(i) For claims for loss of or damage to Bulk Goods:-

(a) the value of the loss or damage; or

(b) a sum calculated at the rate of 300 SDR per metric tonne on the gross weight of the Goods actually lost or damaged; or

(c) a sum not exceeding 7,300 SDR for all Goods contained within any one container, flexitank, Isotank or similar

transport container, whichever shall be the least.

(ii) For claims for loss of or damage to al other Goods:-

(a) the value of the loss or damage; or

(b) the sum of 2 SDR per kilo of the gross weight of the Goods lost or damaged, whichever shall be the least.

12.8 For the purposes of Clause 12.7, the value of the Goods shall be taken to be their value upon the taking over of the Goods by or on behalf of the Carrier.

12.9 The Carrier may, at its discretion, agree to increase the limits of liability herein. The Carrier reserves the right to demand an additional charge for the Carriage if such an increase is agreed. Such an agreement must be made in writing and signed by an authorized officer of the Carrier.

13. Claims

13.1 Unless the Merchant gives notice to the Carrier or its agent at the Port of Discharge or Place of Delivery by On-Carrier (as applicable) of the general nature of loss, damage or delay before or at the time of removal of the Goods or, if the loss or damage be not apparent, within 3 working days, such removal shall be conclusive evidence of the delivery of the Goods in accordance with and as described in this Bill of Lading.

13.2 The Carrier shall, in any event, be discharged from all liability whatsoever and howsoever arising unless suit is brought and written notice thereof is given to the Carrier within 9 months from:

(i) the date of the event or occurrence alleged to give rise to the cause of action against the Carrier; or

(ii) where the date of the aforementioned event or occurrence cannot be ascertained, the date of delivery or intended delivery of the Goods.

14. Law and Jurisdiction

14.1 These conditions and any contract or agreement between the Customer and the Company which is subject to these conditions and any dispute arising thereunder (including, but not limited to, disputes as to the validity of and effects of such agreement, these conditions or any part thereof and whether or not such disputes are pursued for breach of contract or duty in tort, bailment or otherwise) shall be construed and resolved in accordance with German law.

14.2 The German courts shall have exclusive jurisdiction to hear and determine any dispute arising from or in relation to these conditions and any contract or agreement subject thereto (whether or not such disputes are pursued for breach of contract or duty in tort, bailment or otherwise) including , but not limited to, any dispute as to the validity or interpretation of the contract or agreement or

of these conditions.

Rule 9 FREIGHT FORWARDER COMPENSATION

Unless otherwise stated in the applicable NSA or NRA, freight forwarder compensation will not be paid.

Rule 10 FUEL SURCHARGE

Except as otherwise provided, a Fuel Surcharge (FUS) shall apply to all import door shipments as follows:

Where the port of discharge is Oakland, CA

Acampo, CA	$ 87.82
Ceres, CA	$ 90.56
Cloverdale, CA	$ 112.82
Creston, CA	$ 191.68
Cutler, CA	$ 135.87
Delano, CA	$ 188.32
Denair, CA	$ 109.60
Escalon, CA	$ 90.56
Esparto, CA	$ 113.28
Folsom, CA	$ 107.36
Fresno, CA	$ 129.54
Geyserville, CA	$ 132.18
Gonzales, CA	$ 134.11
Graton, CA	$ 122.14
Greenfield, CA	$ 134.11
Healdsburg, CA	$ 110.88
Hopland, CA	$ 123.20
King City, CA	$ 138.69
Livermore, CA	$ 80.96
Lodi, CA	$ 82.37
Madera, CA	$ 124.78
Manteca, CA	$ 80.43
McFarland, CA	$ 188.32
Modesto, CA	$ 92.96
Murphys, CA	$ 114.24
Napa, CA	$ 90.64
Novato, CA	$ 109.12
Paicines, CA	$ 133.23
Parlier, CA	$ 134.11
Paso Robles, CA	$ 162.40
Pixley, CA	$ 168.32
Redwood Valley, CA	$ 134.11
Ripon, CA	$ 83.25
San Jose, CA	$ 92.40
San Martin, CA	$ 109.60
San Miguel, CA	$ 208.03
Santa Rosa, CA	$ 117.39
Soledad, CA	$ 129.44
Sonoma, CA	$ 93.46
St. Helena, CA	$ 103.49
Stockton, CA	$ 109.60
Templeton, CA	$ 173.89
Ukiah, CA	$ 150.66
Vacaville, CA	$ 87.04
Victor, CA	$ 87.82

Where the port of discharge is Los Angeles, CA

Amboy, CA	$ 188.10
Bakersfield, CA	$ 161.98
Cutler, CA	$ 182.88

Delano, CA	$ 156.75
Fresno, CA	$ 186.01
Grover Beach, CA	$ 177.65
Madera, CA	$ 209.00
McFarland, CA	$ 170.62
Montebello, CA	$ 114.95
Parlier, CA	$ 182.88
Santa Maria, CA	$ 188.10

Where the port of discharge is Houston, TX

Amelia, LA	$ 220.57
Channelview, TX	$ 80.85
Conroe, TX	$ 92.40
Crossett, AR	$ 281.48
Friendswood, TX	$ 85.66
Hempstead, TX	$ 100.10
Houston, TX	$ 80.85
Pasadena, TX	$ 80.85
Pearland, TX	$ 98.75
Port Arthur, TX	$ 104.91
Princeton, LA	$ 206.54
Seabrook, TX	$ 80.85
Shreveport, LA	$ 197.90
Smackover, AR	$ 265.65
Silsbee, TX	$ 109.73
Tulsa, OK	$ 379.67
Vicksburg, MS	$ 289.15
Westwego, LA	$ 258.07

Rule 11 MINIMUM QUANTITY RATES

When two or more rates are named within a single NSA or NRA are named for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity. At the shipper's option, a quantity less than the minimum level may be freighted at the lower rate in the applicable NSA or NRA 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 herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.

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

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of

$500.00, the Ad Valorem rate, specifically provided against the item, shall be three and three quarters per cent (3-3/4%) 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 RESERVED

Rule 14 PROVISIONS GOVERNING CARRIER'S CO-LOADING OF CARGO

Carrier may tender cargo to other NVOCCs for co-loading at its option, risk and expense, subject to the provisions named below.

1. Carrier reserves the right to tender cargo to other NVOCCs under a Shipper-to-Carrier relationship to accomplish all, or any portion, of the through transportation.

2. It is understood that the tendering of cargo to and the acceptance of a B/L issued by another NVOCC for co-loading shall NOT increase, reduce, alter or otherwise remove Carrier's liability to the Shipper for the cargo as stated in Carrier's B/L issued at the time of shipment.

3. When Carrier tenders cargo to another NVOCC for co-loading as a Shipper, the Carrier will place a notation reading substantially as specified below on the face of the B/L covering such co-loaded cargo.

   "Blue Eagle Consolidation Services GMBH has tendered the cargo moving under this Bill of Lading to (Name of receiving NVOCC) for co-loading service."

4. The exercising of its option to utilize co-loading service does NOT alter or relieve Carrier of any responsibility for the payment of all underlying Carrier or receiving NVOCC rates and charges assessed for the transportation and handling of the cargo from origin to destination.

Rule 15 HAZARDOUS CARGO

A. Except as otherwise provided in paragraph c. below, hazardous, explosive, flammable or dangerous cargo, as defined in the publications named below, will be accepted by the Carrier for transportation under the rules, charges and rates named in NRAs or NSAs governed by this Tariff:
   i. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier; and
   ii. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities; and
   iii. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.

B. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier CANNOT provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping

containers, marking, labels, certifications, packing or packaging of such cargo is NOT in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.

C. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations and rates named in NRAs or NSAs governed by this Tariff: Classes A and B Explosives Radioactive Substances (IMCO Class No. 7)

D. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation:

i. MUST be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
   1. U.S. Coast Guard Regulations (46 CFR Parts 146-179)
   2. U.S. Department of Transportation Regulations (49 CFR Parts 170- 179); and
   3. International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization); and
   4. All other rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities.

ii. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt.

iii. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.

iv. When booking hazardous cargo, Customer and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally.

v. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR 100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors, however it is, and shall remain, the sole responsibility of the Shipper to ensure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to ensure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.

vi. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provided such certifications, packaging, labels, placards, etc.

vii. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains two (2) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles

in the shipment will be considered and handled as a separate shipment and rated accordingly.

Rule 16 RETURNED CARGO IN FOREIGN COMMERCE

A. Cargo refused or rejected at destination or returned for any reason not ascribable to the Carrier, may be returned to original port or point of origin within 6 (six) months of the date of delivery of the cargo at original destination. The rate to apply on such returned cargo shall be the same as the applicable original outbound movement rate.
B. At the time shipment is tendered for return movement (or prior thereto), Shipper MUST furnish a copy of the original outbound B/L - OR - the B/L number of the original outbound B/L together with other sufficient evidence to demonstrate that Carrier (or any d/b/a or agent thereof) transported the cargo to original destination and the rate assessed for such movement.

Rule 19 SHIPPERS REQUESTS IN FOREIGN COMMERCE

A. Shippers may transmit requests, consultations and complaints to

BLUE EAGLE CONSOLIDATION SERVICES GMBH
CARL-ZEISS STRASSE 6
D-55129 MAINZ - HECHTSHEIM, GERMANY

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

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

- Shipper's Name/Address/Telephone Number
- Commodity Description
- Port/Point of Loading
- Port/Point of Discharge
- Cargo Quantity
- Anticipated Shipment Date

Rule 20 OVERCHARGE CLAIMS

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. Claims for refunds of excess freight charges will be allowed only when proof of error has been determined as indicated below and only when the original paid freight bill is submitted within three (3) years of the date the cause of action accrues. (See NOTE 1)

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, DC 20573, pursuant to Section 41309 of the Shipping Act, 1984, as amended, within 3 years of

the date the cause of action accrues.

Claims for freight rate adjustment filed in writing shall be acknowledged by Carrier within twenty (20) days of receipt by written notice from the claimant of the NSA, NRA, or tariff provisions actually applied and claimant's rights under the Shipping Act, 1984, as amended.

Measurements:

1. Obvious error in calculation by the carrier.
2. By remeasurement by carrier at port of loading or discharge.
3. By joint measurement by carrier's agent and consignee of shipment at the port of discharge.
4. By remeasurement by a marine surveyor when requested by carrier's agent.

Weight:

By production of invoice or packing list certified by the supplier; or 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.

NOTE 1: When for any reason claimant cannot provide the original paid freight bill (not photostats), a bond of indemnity must be submitted in lieu thereof.

Rule 21 USE OF CARRIER EQUIPMENT

Except as otherwise agreed, 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 Carrier shall be for the account of the shipper.

Rule 22 AES US EXPORT SHIPMENTS

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations. Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to insure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST insert the

applicable commodity Schedule B number in the Line Copy of the B/L.

If agreed between Carrier and Shipper, Carrier may provide EEI filing services to Shipper under a separate agreement.

Rule 23 RESERVED

Rule 24 NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS

A. BONDING OF NVOCC's

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

2. Bond No. 7911849

3. Bond issued by: SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY
412 Mt. Kemble Ave, Suite 300c.
MORRISTOWN, NJ 7960.

B. AGENT FOR SERVICE OF PROCESS

1. Carrier's agent for the service of judicial and administrative process including subpoenas follows in paragraph 3. 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 for Service of Process Address:

Hillebrand Gori USA LLC
2147 ROUTE 27 SOUTH, SUITE 401
EDISON, NJ 08817

Rule 25 CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

If the shipper or a member of a shipper's association tendering the cargo is identified as an NVOCC, prior to accepting or transporting the cargo for the account of the NVOCC the carrier shall obtain documentation that the NVOCC has a tariff and proof of financial responsibility as required by the Shipping Act 1984, as amended.

Rule 26 DEFINITIONS

Explanation of definitions as used throughout this tariff,
AW ..... All Water

BAF ..... Bunker Adjustment Factor
CAF ..... Currency Adjustment Factor
COFC ..... Container on Flat Car
DDC ..... Destination Delivery Charge
F ..... Fahrenheit
FCL ..... Full Container Load
FI ..... Free In to Vessel
FIO ..... Free In and Out to Vessel
FIO ST ..... Free In and Out, Stowed and Trimmed
FO ..... Free Out to Vessel
I.D. ..... Inside Diameter
K.D. ..... Knocked Down
Min ..... Minimum
MLB ..... Mini-Landbridge
N.O.S. ..... Not Otherwise Specified
NVOCC ..... Non Vessel Operating Common Carrier
O.D. ..... Outside Diameter
R/T ..... Revenue Ton
SOC ..... Shipper Owned Container
SOTC ..... Shipper Owned Tank Container
SU ..... Set Up
THC ..... Terminal Handling Charge
TLI ..... Tariff Line Item
TOFC ..... Trailer on Flat Car
Viz. ..... Namely
VOCC ..... Vessel Operating Common Carrier

CARGO, N.O.S. - means articles not otherwise specified in individual commodity items of this tariff

CAUTION - means articles which may be subject to Rule No. 16

CO-LOADING - means the combining of cargo, in the import or export foreign commerce of the U.S. by two or more NVOCC's for tendering to an ocean carrier under the name of one or more of the NVOCC's.

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

EX CELLAR MOVE - means All Inclusive, including European inland transportation charges, European customs clearance and European container service charge, US inland delivery to warehouse, including unloading of container.

EXPLOSIVE CARGO - means cargo falling within Class A, B and C explosives as defined in Rule 16.

FOB MOVE - means All Inclusive and including US Inland Delivery to Warehouse including unloading of Container.

LABEL CARGO - means cargo requiring White, Yellow, Red, Red Gas, Green Gas, Poison Gas and Tear Gas labels as shown. See Rule No. 16

MIXED SHIPMENT - means a shipment consisting of articles described in and rated under two or more rate items

of this Tariff.

NON-HAZARDOUS - means non-label cargo which is permitted stowage between decks or under deck (other than Magazine) under C.F.R. Title 46 - shipping, as amended from time to time, and such cargo will be rated in accordance with the rates applicable therefor as provided in the tariff item.

ONE COMMODITY - means any or all the articles described in any one rate item in this Tariff.

REVENUE TON - means 1,000 kilos or 1 cubic metre as freight charges are assessed.

SHIPMENT - means a quantity of goods, tendered by one consignor on one Bill of Lading at one port/point of origin at one time in one or more containers for one consignee at one port/point of destination.

STUFFING, UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from containers.

WORKING DAY - means each calendar day, excepting Saturday, Sundays and Holidays, between 8:00 A.M. and 5:00 P.M.

Rule 29 SYMBOLS

Explanation of Symbols as Used Throughout this Tariff:

AMENDMENT TYPE

A Increase (in foreign commerce and across-the-board increase in domestic commerce)

C Change resulting in neither increase or decrease in rates or charges

E Expiration (Also use "A" in foreign commerce and "X" in domestic commerce in the application of a higher "Cargo, NOS" or similar rate)

G General rate increase or decrease (Domestic Commerce)

I New or initial matter

K Rate or change filed by a controlled common carrier member of a conference under independent action (Foreign Commerce)

M Transportation of U.S. Department of Defense cargo by American - flag common carriers under terms and conditions negotiated and approved by the Military Sealift Command (MSC), (Foreign Commerce)

P Extension of service to additional port(s) at rates already in effect for similar services at the port(s) being added; or the carrier's establishment

additional terminal facilities at the port(s) already served, at the same rates as those currently applicable to comparable facilities of the carrier at the same port (Domestic Commerce)

Addition of a port or point (Foreign Commerce)

R Reduction (Not a General Rate Decrease in Domestic Commerce)

S Special Case matter filed pursuant to Special Permission, Special Docket or other Commission direction, including a correction amendment to, or resubmission (after notice of intent to reject) of, Essential Terms; filing of material to put tariff in order after rejection or overturning a rejection; or, filing of tariff data after suspension, such as for domestic carriers and 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 Exemptions:

1. Controlled carrier data in U.S./bilateral trades or in trades served exclusively by controlled carrier; or,

2. Increase in domestic commerce. Not a General Rate Increase or across-the-board increase.

CONTAINER SIZE

LTL	Less Than Load	45	45FT 8'6"
20	20FT	45A	45FT 9'0" High Cube
24	24FT	45B	45FT 9'6" High Cube
35	35FT	45S	45FT 8'0"
40	40FT 8'6"	45X	45FT Any Height
40A	40FT 9'0" High Cube	48	48FT
40B	40FT 9'6" High Cube	53	53FT
40S	40FT 8'0"	N/A	Not Applicable
40X	40FT Any Height		
42	42FT		
43	43FT		

CONTAINER TEMPERATURE

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

CONTAINER TYPE

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

CURRENCY

USD	US Dollar

HAZARD CODE

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

LENGTH, WIDTH, HEIGHT UNITS

FT	Feet
M	Meters

LOCATION TYPES

C	Country
G	Group
P	Port
S	State
Y	City

RATE BASIS

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

SHIPMENT SERVICE

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

VOLUME UNITS

CFT	Cubic Feet
CBM	Cubic Meter

WEIGHT UNITS

KGS	Kilograms
KT	Kiloton
LBS	Pounds
ST	Short Tons (2000 LBS)
LT	Long Tons (2240 LBS)

Rule 30 ACCESS TO TARIFF INFORMATION

Tariff information available free of charge at the following website:

https://info.hillebrandgori.com/usa-becs-rules-tariff

RULE 31 LEGAL COMPLIANCE

Customer represents and warrants that it and the Goods are in compliance with all applicable laws and regulations, including anti-corruption, export control, and anti-terrorism laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the International Traffic in Arms Regulations administered by the U.S. State Department's Directorate of Defense Trade Controls, U.S. Export Administration Regulations administered by the U.S. Commerce Department's Bureau of Industry and Security, U.S. AntiBoycott regulations, and the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Controls, and that the information that Customer provides to Carrier in connection with Customer's compliance with all such laws is true and complete. Customer will also comply with all applicable laws of any other country to, from, through, or over which the Goods may be carried, including all applicable laws relating to the packing, SOLAS Rule relating to the verified gross mass of containers, carriage, or delivery of the Goods. Customer represents and warrants that the export jurisdiction and classification of the Goods is correct and that it will immediately notify Carrier in writing of any changes to such information. Pursuant to the foregoing, Merchant will furnish such information and attach documents to the Bill of Lading as may be necessary to comply with all applicable laws. Customer will defend, indemnify, and hold Carrier harmless against any and all claims, losses, or damages arising from the conduct of Customer and any of its officers, directors, employees, agents, owners, shareholders, or other persons acting for or on behalf of Customer that constitutes a violation of Merchant's obligations, representations, or warranties contained herein.

RULE 32 Demurrage and Detention

Unless otherwise specified in the applicable NSA or NRA, demurrage charges shall apply to all shipments when a container is stored inside of a port terminal or rail yard beyond

the allotted Free Time and detention (aka Per Diem) charges apply when the use of container is required beyond the allotted Free Time. Demurrage and detention charges apply to all trade lanes. For demurrage, Free Time Day 1 is defined as the day the container arrives at the port terminal or rail yard and demurrage charges accumulate until the container leaves the port terminal or rail yard. For detention, Free Time Day 1 is defined as the day the container leaves the port terminal or rail yard and detention charges accumulate until return of the container to the port terminal or rail yard.

** Demurrage Free Days includes the day of Arrival; Detention Billable days include the day of gate out/in
** Working Days are based on the terminal/depot/yard interchange operating days, may include weekends
** Once Free Time Expires, all rates are subject to Calendar Days, including weekends and holidays
** Reefer and Special Equipment Rail Demurrage: Market Rate (Cost) + $25 Admin Fee per container/per day/per transaction
** Containers in Demurrage or Detention exceeding 20 Days may have an additional penalty charge
** Rates Subject to Change per Quarter; Rates for Expedited Vessel Services may differ
** If Hillebrand Gori pays additional charges directly to a terminal, a supplemental invoice will be issued. Any additional port and rail storage will be billed at cost plus an administrative fee of $50.

IMPORTS

Import Demurrage rates per day at port terminals

DRY/day	New York	California	All other	REEFER/day	New York	California	All other
DAY 1-4	$0	$0	$0	Day 1-2	$0	$0	$0
DAY 5-8	$350	$285	$280	Day 3-5	$415	$480	$490
Day 9-13	$450	$325	$315	Day 6+	$550	$630	$635
Day 14+	$530	$385	$375				

Demurrage and Detention rates per day at Container Yard (CY) rail ramps

DRY	Per Day	REEFER	Per Day
Day 1-2	$0	Day 1	$0
Day 3-7	$220	Day 2-4	$240
Day 8+	$280	Day +5	$310

Import Detention/per diem fees per day

DRY rate	Per Day	REEFER rate	Per Day
Day 1-4	$0	Day 1-2	$0
Day 5-8	$225	Day 3-5	$440
Day 9-13	$250	Day 6+	$540
Day 14+	$275		

Import Container Delivery Accessorial

- Applicable for import container deliveries handled by Hillebrand Gori USA
- Effective January 1, 2026, until November 20, 2026

DESCRIPTION	PRICE
Chassis (CUC) per day	$45
Tri-Axle Chassis (billed in place of CUC) per use day	$80
Chassis Split (max 2 per shipment) per occurrence	$75
Chassis Lift/Flip per lift	$75
Driver Detention per stop, 2 hours free, billed per hour thereafter	$100
Overweight cost to legally transport overweight cargo (in permissible states), flat fee, per state	$150
Overweight Fine per axle or load violation/flat fee	Actual cost/TBA
Scale per ticket	$75

Pre-Pull/Yard Pull per occurrence, not subject to fuel surcharge	$150
Yard Storage (Secure) for dry containers per day	$50
Yard Storage (Secure) for reefer containers per day	$75
Dry Run Fee per occurrence, subject to fuel surcharge, when drive is dispatched but order is cancelled	100% of base + fuel
Bobtail fee per occurrence, subject to fuel surcharge, applies when a container delivery is made and no empty container is available to return to the port, or when a driver has to go to a facility, tractor-only, to pick up an empty container	70% of base + fuel
Layover for overnight, per night	$250
Stops in transit in route – per occurrence, subject to fuel surcharge, for stops any time inline between origin and destination	$150
Stops in transit out of route – per occurrence, subject to fuel surcharge	Actual Cost/TBA + fuel
Reefer genset mounting at terminal, per container	$150
Bridge tolls per shipment	Actual Cost/TBA
Driver Assist/Lumper fee	Actual Cost/TBA
Hazardous fee per container	$150
Placard (Hazardous) per placard. Customer responsible for proper placating; driver may be able to assist for additional fee.	$25
Bolt Seal if supplied by driver. Customer responsible for sealing container; driver may be able to supply for additional fee.	$15
Bond Fee for use of carrier's insurance bond, per container	$100
Gate Fee charge at terminal, ramp, depot, facility, per container	Actual Cost/TBA
Congestion fees at port/rail ramps, per container	$150
Hillebrand Gori Insulation liner fitting, per container	$150
Hillebrand Gori Insulation liner disposal, per container	$150
Rework of any axle/load weight violation; billed with scale, overweight fine, and permit fee	Actual cost/TBA

Import Container Delivery Accessorial

- Applicable for import container deliveries handled by Hillebrand Gori USA
- Effective November 21, 2026, until further notice

DESCRIPTION	**PRICE**
Chassis (CUC) per day	$55
Tri-Axle Chassis (billed in place of CUC) per use day	$85
Chassis Split (max 2 per shipment) per occurrence	$100
Chassis Lift/ per lift	$100
Driver Detention per stop, after 1 hour live unload / live load free time, billed per hour thereafter	$125
Overweight cost to legally transport overweight cargo (in permissible states), flat fee, per state	$175
Overweight Fine per axle or load violation/flat fee	Actual cost/TBA
Scale per ticket	$90
Pre-Pull/Yard Pull per occurrence, not subject to fuel surcharge	$175
Yard Storage (Secure) for dry containers per day	$75
Yard Storage (Secure) for reefer containers per day (no genset plugin, only storage)	$75
Dry Run Fee per occurrence, subject to fuel surcharge, when drive is dispatched but order is cancelled	100% of base + fuel
Bobtail fee per occurrence, subject to fuel surcharge, applies when a container delivery is made and no empty container is	70% of base + fuel

available to return to the port, or when a driver has to go to a facility, tractor-only, to pick up an empty container	
Layover for overnight, per night	$300
Stops in transit in route – per occurrence, subject to fuel surcharge, for stops any time inline between origin and destination	$200 + fuel
Stops in transit out of route – per occurrence, subject to fuel surcharge	Actual Cost/TBA + fuel
Reefer fee at terminal, per container	$200
Reefer monitoring (if requested to monitor or plug-in genset)	Actual cost / TBA
Bridge tolls per shipment	Actual Cost/TBA
Driver Assist/Lumper fee	Actual Cost/TBA
Hazardous fee per container	$175
Placard (Hazardous) per placard. Customer responsible for proper placating; driver may be able to assist for additional fee.	$35
Bolt Seal if supplied by driver. Customer responsible for sealing container; driver may be able to supply for additional fee.	$20
Bond Fee for use of carrier's insurance bond, per container	$175
Gate Fee charge at terminal, ramp, depot, facility, per container	Actual Cost/TBA
Congestion fees at port/rail ramps, per container	$175
Hillebrand Gori Insulation liner fitting, per container	$175
Hillebrand Gori Insulation liner disposal, per container	$175
Rework of any axle/load weight violation; billed with scale, overweight fine, and permit fee	Actual cost/TBA
Tank endorsement	$150 / container
Surge fee (applicable to truck deliveries where the final delivery location is more than 280 road miles from or to the applicable Port of Los Angeles or Long Beach terminal or rail ramp)	$375 / container

EXPORTS

Export Demurrage rates per day at port terminals or container yards (CY)
Effective January 1, 2026, until further notice

DRY/day	All ports	REEFER/day	All ports
DAY 1-4	$0	Day 1-2	$0
DAY 5-9	$240	Day 3-5	$490
Day 10-14	$300	Day 6+	$635
Day 15+	$350		

Export Detention/per diem fees per day
Effective January 1, 2026, until August 14, 2026

DRY rate	All ports/CY	REEFER rate	Per Day
Day 1-4	$0	Day 1-2	$0
Day 5-9	$200	Day 3-6	$440
Day 10-14	$250	Day 7+	$550
Day 15+	$275		

Effective August 15, 2026 until further notice

DRY rate	All ports/CY	REEFER rate	Per Day
Day 1-4	$0	Day 1-2	$0
Day 5-9	$225	Day 3-6	$450
Day 10-14	$265	Day 7+	$550

Day 15+	$295

Additional charges (if needed/required)
Effective January 1, 2026, until further notice

DESCRIPTION	**PRICE**
Consular work on special documents	AT COST
Involvement of a letter of credit	75 USD
Cancellation Fee per order For cancellation after we have secured capacity with carriers (shipping lines and/or truckers)	150 USD
Temperature Recorder-per recorder	80 USD
Certificate of Origin – per document	75 USD
Block & brace – per container	150 USD

Additional Charges for Full Load shipments
Effective January 1, 2026, until November 30, 2026

DESCRIPTION	**PRICE**
Trucker Reefer Genset Plug in – Per container	150 USD
Overweight – [EXCLUDES tri-axle chassis] per container	150 USD
Tri-axle Chassis	175 USD
Overweight Permit -per container/per state	150 USD
Stop Off/Multi Stop on route (maximum 2 stops allowed incl. insulation liner fitting per stop-off)	AT COST
Pre-Pull per day (charged by trucker)	150 USD
Congestion surcharge- per container (charged by trucker)	150 USD
Trucker Detention – per hour (1 hour free time at loading included)	100 USD
Chassis – additional per day (2 free days included)	50 USD
Yard Storage – Per day	At Cost
Chassis split – per split	150 USD
Dry run - per container	AT COST
Bond – per container	175 USD
Layover – per container	350 USD
Scale – per container	AT COST
Hazardous surcharge – per container	150 USD

Additional Charges for Full Load shipments
Effective December 1 2026 until further notice

DESCRIPTION	**PRICE**
Trucker Reefer Genset Plug in – Per container	200 USD
Overweight – [EXCLUDES tri-axle chassis] per container	175 USD
Tri-axle Chassis - per day	85 USD
Overweight Permit -per container/per state	175 USD
Stop Off/Multi Stop on route (maximum 2 stops allowed incl. insulation liner fitting per stop-off)	AT COST
Pre-Pull per day (charged by trucker)	175 USD
Congestion surcharge- per container (charged by trucker)	175 USD
Trucker Detention – per hour (1 hour free time at loading included)	125 USD
Chassis – additional per day (2 free days included)	55 USD
Yard Storage – Per day	75 USD
Chassis split – per split	100 USD
Dry run - per container	100% of base + fuel
Bond – per container	175 USD
Layover – per container	350 USD
Scale – per ticket	90 USD
Hazardous surcharge – per container	175 USD

Surge fee (applicable to truck loadings where the final loading location is more than 280 road miles from or to the applicable Port of Los Angeles or Long Beach terminal or rail ramps) – per container	375 USD
Tank endorsement – per container	150 USD

Additional charges for Full Load Shipments (shipped via Oakland rail)

DESCRIPTION	**PRICE**
Chassis – additional per day (2 free days included)	150 USD
Advance rail fee – per container	25 USD
Rail flip – per container	75 USD
Off Dock - per container	195 USD

Additional charge for Groupage or Consolidation shipments
Effective January 1, 2026, until November 30, 2026

DESCRIPTION	**PRICE**
Warehouse free time - per case per month (30 days free included)	0.50 USD
Cross docking – per case (minimum 40 cases)	1.15 USD
Redelivery to port (DRY) – per case (subject to monthly fuel fluctuations)	1.00 USD
Redelivery to port (REEFER) – per case (subject to monthly fuel fluctuations)	1.20 USD
Sort and Segregation per case (minimum 50 USD)	0.30 USD
Pallet reworking – per case (minimum 50 USD)	0.30 USD
Rework floor load pallets – per pallet/per case (minimum 50 USD)	0.30 USD
Hand stack cases – per case (minimum 50 USD)	0.30 USD
Overtime labor – per hour per person	75 USD
Bond Fee – per order	175 USD
Extra airbags – per airbag	30 USD
Extra shrink wrap – per pallet	15 USD

Additional charge for Groupage or Consolidation shipments
Effective December 1, 2026, until further notice

DESCRIPTION	**PRICE**
Warehouse free time - per case per month (30 days free included)	0.50 USD
Cross docking – per case (minimum 40 cases)	1.15 USD
Redelivery to port (DRY) – per case (subject to monthly fuel fluctuations)	1.40 USD
Redelivery to port (REEFER) – per case (subject to monthly fuel fluctuations)	1.60 USD
Sort and Segregation per case (minimum 50 USD)	0.30 USD
Pallet reworking – per case (minimum 50 USD)	0.30 USD
Rework floor load pallets – per pallet/per case (minimum 50 USD)	0.30 USD
Hand stack cases – per case (minimum 50 USD)	0.30 USD
Overtime labor – per hour per person	75 USD
Bond Fee – per order	175 USD
Extra airbags – per airbag	30 USD
Extra shrink wrap – per pallet	15 USD

This is to certify all information contained in the tariff is true and accurate and no unlawful alterations permitted.

FMC Org No. 009859
Type: NVOCC
Blue Eagle Consolidation Services GMBH
Address: CARL-ZEISS-STRASSE 6

RHEINLAND-PFALZ
MAINZ, Germany 55129
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