Hillebrand Gori USA LLC Rules Tariff for NVO Rate Arrangement

Hillebrand Gori USA LLC

FMC Lic. # 016170

Effective Date: 05/05/2023

Hillebrand Gori USA LLC (“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.

008||BILL(S) OF LADING

See Specimen Bill of Lading.

004||HEAVY LIFT

Not Applicable.

005||EXTRA LENGTH

Not Applicable.

006||MINIMUM BILL OF LADING CHARGES

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

007||PAYMENT OF FREIGHT CHARGES

The rates provided herein apply in United States Currency and all charges must be prepaid in United States Currency or its equivalent in freely convertible currency.
Collect shipments can be accepted only by prior agreement in which case the rate of exchange ruling the day of receipt of cargo by Carrier, in accordance with Rule 3, shall apply.

Full freight and charges to Port of Discharge as defined in Bill of Lading shall be considered earned and payable without refund in whole or in part upon receipt of the goods by the Carrier, vessel and/or cargo lost or not lost.

Except as otherwise provided in this Tariff, all rates
and charges shown herein are to be collected in United
States Currency in the United States not later than the
time of receipt of cargo by Carrier; provided that
Carrier may extend credit for fifteen (15) business
days after the date of receipt of cargo, exclusive of
Saturdays, Sundays and Legal Holidays.

010||SURCHARGES AND ARBITRARIES

See sub-rules, if any, for application.

011||MINIMUM QUANTITY RATES

When two or more TLIs are named for the same commodity
over the same route and under similar conditions, and the
application is dependent upon the quantity of the comodity
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 TLI if
the weight or measurement declared for rating purposes
is increased to the minimum level.

012||AD VALOREM RATES

A. The liability of the Carrier as to the value of
shipments at the rates herein provided shall be

determined in accordance with the clauses of the Carrier's regular Bill of Lading form.

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

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of $500.00, the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate.

013||TRANSSHIPMENT
Not Applicable.

014||CO-LOADING IN FOREIGN COMMERCE
Co-loading is 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.

EXTENT OF

ACTIVITY: Carrier participates in co-loading agreements on a Carrier to Carrier relationship. Carrier shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its cargo has been co-loaded.

and/or

Carrier participates in co-loading on a Shipper/Carrier relationship meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the co-loaded cargo. Carrier shall co-load cargo at its discretion and shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Where the Carrier is the tendering NVOCC, the Carrier will be responsible to the receiving NVOCC for payment of any charges for transportation of the cargo.

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

015||OPEN RATES IN FOREIGN COMMERCE

Not Applicable.

009||FREIGHT FORWARDER COMPENSATION

PAYMENT OF COMPENSATION:

APPLICABLE ONLY ON CARGO ORIGINATING IN THE UNITED STATES:

1. Compensation to a Licensed Ocean Freight Forwarder will be paid in connection with any shipment dis-patched on behalf of others when, and only when, such Forwarder is licensed with the Federal Maritime Commission under Section 19 (a) of the Shipping Act of 1984 and has certified in writing that it holds a valid license and has performed the following services:

   A. Engaged, booked, secured, reserved, or contracted directly with the Carrier or its agent for space aboard a vessel or confirmed the availability of that space.

   B. Prepared and processed the Ocean Bill of Lading, Dock Receipt, Consular Documents and Export Declarations or other similar document with respect to the shipment.

2. Carrier will not pay compensation for services described in Paragraph (1), more than once on the same shipment. Freight Forwarder Compensation cannot be paid on any shipment for which Ocean Brokerage is payable.

3. Carrier will not knowingly pay compensation on a shipment in which the Forwarder has a direct or indirect beneficial interest.

4. The amount of compensation will be: 1.25%.

5. Compensation will not be due or payable on the following:

   a. Advance Charges.
   b. Temporary Freight Charges or Emergency Surcharges.
   c. Bulk Cargoes and Lumber exempted from the filing requirements of the Shipping Act, 1984.
   d. Military Sealift Command or Military Traffic Management Command Cargoes.
   e. Currency Adjustments.

016||HAZARDOUS CARGO

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

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

3. The transportation of Explosives will be governed by the United States Code of Federal Regulations, i.e. CFR Title 46, Shipping Parts 146-149 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the International Maritime Organization, 4 Albert Embankment, London, England SE1 7SR as listed below:

Class 1. Explosives.
2. Gases; Compressed, Liquified or Dissolved under Pressure.
3. Inflammable Liquids.

4. Inflammable Solids.
5. Oxidizing Substances and Organic Peroxide.
6. Poison and Infectious Substances.
7. Radioactive Substances.
8. Corrosives.
9. Miscellaneous Dangerous Substances.

018||RETURNED CARGO IN FOREIGN COMMERCE

Not Applicable.

017||GREEN SALTED HIDES IN FOREIGN COMMERCE

When freight charges are based upon weight, the following procedure shall be observed:

Each dock receipt must be accompanied by either the supplier's weight certificate attesting to the true scale weight of the Hides/Skins as prepared for shipment at the Port of Origin or a certified weight certificate issued by a recognized scale master. When lots are split by the Shipper after purchase into two or more shipments, the weight certificate covering the entire purchase lot shall be provided, and shipping weight shall be determined from a computation of the average weight of the Hides/Skins in said purchase lot.

020||OVERCHARGE CLAIMS

A. All claims for adjustment of freight charges must be presented to the Carrier in writing at the address shown in the Tariff Record within three (3) years after the date of receipt of shipment by Carrier (in accordance with Rule 3). Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.

B. Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the Claimant of all governing tariff provisions and Claimant's rights under the Shipping Act of 1984.

C. 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 Section 11(g) of the Shipping Act of 1984. Such claims must be filed within three years of the date of receipt of shipment by Carrier (in accordance with Rule 3).

021||USE OF CARRIER EQUIPMENT

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.

022||AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE

Not Applicable.

023||CARRIER TERMINAL RULES AND CHARGES

See sub-rules, if any, for application.

024||NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS

A. BONDING OF NVOCCs:

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515.21 to ensure the financial responsibility of the Carrier for the payment of any judgement for damages arising from its transportation-related activities, order for reparations issued pursuant to Section 11 of the Shipping Act of 1984 or penalties assessed pursuant to Section 13 of the Shipping Act of 1984, as amended.

2. Bond No. JGINVOCC3195

3. Name of Surety Company that issued the bond:

   International Bond & Marine Brokerage Ltd

B. RESIDENT AGENT:

1. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary, 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 affected 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:

   Not applicable. Carrier is a U.S. Company.

019||SHIPPERS REQUESTS IN FOREIGN COMMERCE

Any Shipper may transmit his requests and complaints as hereinafter defined to the Carrier in writing by mail, courier, facsimile or telex. Requests and Complaints are to be sent directly to the Carrier at the address shown in the Tariff Record.

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

025||CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

A. In accordance with the Non-Vessel-Operating Common Carrier Amendments of 1990, Public Law 98-237, 98 Stat. 56, and 46 CFR Sec. 583.7(b), each Shipper who is a Non-Vessel-Operating Common Carrier shall provide to Carrier prior to tendering any shipment, a copy of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission or other evidence as may be acceptable to the Carrier and the Federal Maritime Commission. Immediate notice of any cancellation of its tariff or bond shall be given to Carrier by a Non-Vessel-Operating Common Carrier. Additional copies of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission or other evidence initially provided showing compliance with the tariff and bonding requirements shall be sent to Carrier by each Non-Vessel-Operating Common Carrier semi-annually, each April 15 and October 15.

B. If any Non-Vessel-Operating Common Carrier provides a false or misleading certification to Carrier, either of its status or of it having filed a tariff and surety bond with the FMC, it shall be liable to Carrier for any fines, penalties or damages sustained by Carrier due to Carrier transporting cargo in violation of Public Law 98-237.

027||LOYALTY CONTRACTS IN FOREIGN COMMERCE

Not Applicable.

028||DEFINITIONS

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

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

CFS/CFS(S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.

CFS/CY(S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.

DOOR (D) - Door Service pertains to the carrier

providing inland transportation from/to the
shipper's/consignee's designated
facilities.

ALL INCLUSIVE - means the freight rate shown with the
applicable TLI including ocean freight
and all other surcharges and accessorial
charges, except those charges effected by
the choice or action of the shipper.

BILL(S) OF
LADING - means contract of affreightment shipment
covering one shipment from one consignor
to one consignee with one set of marks.

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

CARRIER - means "Hillebrand Gori USA LLC"
and/or participating inland carriers.

CHASSIS - means a wheeled assembly, withor without
container, constructed to accept mounting
of demountable trailer body, container or
flexivan.

CONSIGNEE - means the person, firm or corporation shown
on the Bill of Lading as the shipper of the

property received by the carrier for transportation.

CARRIER
CONSIGNOR,
CONSIGNEE OR
SHIPPER - includes the authorized representatives or agents of such "Carrier", "Consignor" or "Consignee".

CONTAINER - means a single rigid, non-disposable dry cargo, ventilated, insulated, reefer, flat rack, vehicle rack or open top container with/without wheels or bogies attached not less than 20 feet or 6.06 meters nor more than 40 feet or 12.19 meters in length, having a closure of 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, all the stress that may be applied in normal service use of continuous transportation. Except as otherwise provided, the term "Container" is interchangeable with trailer and has common meaning.

CONTROLLED
TEMPERATURE - means the maintenance of a specified

temperature or range of temperatures in
carrier's trailers.

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.

FREIGHT TON - means the basis (W/M) which derives the greater revenue per shipment.

HOLIDAY - As used in this tariff shall consist of the following days:

New Years Day
Washington's Birthday(Third Monday in Feb.)
Memorial Day (Last Monday in May)
Fourth of July
Labor 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 - Shall include any shipping form other than "in bulk", "loose" "in glass or earthenware, not further packed in our container" or "skids".

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.

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

MOTOR CARRIER - means participating motor carrier(s) as named in this tariff.

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

NESTED SOLID - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than half inch.

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

ONE COMMODITY - means any or all of the article described in any one rate item in this tariff.

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 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".

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

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

TRAILER OR
CONTAINER - Used interchangeably, with Container, see definition for "Container".

TRAILERLOAD - means an article has been accorded a rate(s) governed by a trailerload minimum weight or measurement per shipment.

TRUCK - means any vehicle propelled or drawn by a single mechanical power unit and used on the highways in the transportation of 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.

VEHICLE - means a container or trailer as more fully
defined under container or trailer herein.

WATER CARRIER'S
TERMINAL - means the place where loaded or empty
containers are received by water carrier
or delivered by water carrier. The place
where water carrier assembles, holds or
stores its containers.

029||SYMBOLS

Explanation of Abbreviations:

AI .... All Inclusive

AW .... All Water

BFC .... Bunker Fuel Surcharge

B/L .... Bill of Lading

Bbl .... Barrel

CAF .... Currency Adjustment Factor

CBM .... Cubic Meter

CSC .... Container Service Charge

CFT .... Cubic Foot (Feet)

CWT .... One Hundred Pounds

DDC .... Destination Delivery Charge

EAN .... Except as Otherwise Noted

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

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

F.C.L. .... Full Container Load

FFC .... Freight Forwarders Compensation

FR20 .... Per 20' Flat Rack Container

.... (Without Overdimension)

FR40 .... Per 40' Flat Rack Container

.... (Without Overdimension)

Ft. .... Foot (Feet)

H/H .... House to House

In. .... Inch(es)

K .... 1000 Kilos

K/CBM .... 1000 Kilos or 1 Cubic Meter,

.... whichever yields the greater

.... revenue

K.D. .... Knocked Down

KGS. or Kilo(s)........... Kilograms(s)

Lb(s) .... Pound(s)

L.C.L. .... Less than Container Load

L.S. .... Lump Sum

L.T. .... Long Ton (2240 Pounds)

Ltd .... Limited

M .... Measurement (1 Cubic Meter)

Max. .... Maximum

Min. .... Minimum

MLB .... Mini-Landbridge

No. .... Number

NOR2 .... Non-Operating 20' Reefer

.... Container

NOR4 .... Non-Operating 40' Reefer

.... Container

N.O.S. .... Not Otherwise Specified in this

.... Tariff

ORC .... Origin Receiving Charge

OT .... Open Top Container

OU .... Ocean/Ramp Service

OD .... Ocean/Door Service

RE .... Reefer Container

ST .... Short Ton (2,000 Pounds)

ST/M .... 2,000 Pounds or 40 Cubic Feet,

.... whichever yields the greater

.... revenue

S.U. .... Set Up

TC20 .... Per 20' Tank Container

TC40 .... Per 40' Tank Container

THC/TRC .... Terminal Handling Charge/

.... Terminal Receiving Charge

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

Viz.: .... Namely

WM .... Weight (1000 Kgs.) or

.... Measurement (1 Cubic Meter),

.... whichever yields greater revenue

W or Wt. .... Weight (1000 Kgs.)

CONTAINER SIZE CODES:

20........................ 20 Ft.

24........................ 24 Ft.

35........................ 35 Ft.

40S....................... 40 Ft., 8'0"

40........................ 40 Ft., 8'6"

40A....................... 40 Ft., 9'0" High Cube

40B....................... 40 Ft., 9'6" High Cube

40X....................... 40 Ft., Any Height

42........................ 42 Ft.

43........................ 43 Ft.

45S....................... 45 Ft., 8'0"

45........................ 45 Ft., 8'6"

45A....................... 45 Ft., 9'0" High Cube

45B....................... 45 Ft., 9'6" High Cube

45X....................... 45 Ft., Any Height

48........................ 48 Ft.

53........................ 53 Ft.

RATE BASIS CODES:

AV........................ Ad Valorem

EA........................ Each

LS........................ Lumpsum

M......................... Measure

MBF....................... 1000 Board Feet

PC....................... Per Container

W........................ Weight

WM....................... Weight/Measure

SERVICE CODES:

B....... Barge R....... Rail Yard

D....... Door S....... Container Station

H....... House T....... Terminal

M....... Motor U....... Rail Siding

O....... Ocean Port X....... Team Tracks

P....... Pier Y....... Container Yard

Explanation of Symbols:

(A) .... Increase

(C) .... Change in wording which results in neither an Increase nor a Reduction

(D) .... Deletion

(E) .... Expiration

(G) .... General rate increase or decrease

(I) .... New or initial matter

(P) .... Extension of service to additional port(s) at existing rates

(R) .... Reduction

(S) .... Special Case Matter

(T) .... Terminal Rates charges or provisions over which Carrier has no control

X .... Times (Measurement to Weight Ratio Factor)

% .... Per Cent

' .... Foot (Feet)

" .... Inch(es)

$ .... Dollar(s)

.... Cent(s)

/ .... Or (Per)

030||ACCESS TO TARIFF INFORMATION

Public inspection of tariff material, including the official tariff when it is not available for access in the on-line system due to a breakdown or similar diasater, shall be available at the office of the Tariff Publisher as shown below. Requests for tariff access shall be made to the Tariff Publisher at least 24 hours prior to the access date. Publisher's staff shall assist in the access to tariff material. The charge for tariff access shall be $35.00 per hour, minimum charge $50.00.

Dart Maritime Service, Inc.
4528 Highcroft Lane
Charlotte, NC 28269

Phone: (704) 837-7950
FAX: (704) 631-4667
E-Mail: info@dartmaritime.com
Web: http://www.dartmaritime.com

032||RESERVED

Not Applicable.

031||SEASONAL DISCONTINUANCE

Not Applicable.

034||TERMINAL TARIFFS

Not Applicable.

033||PROJECT RATES

Not Applicable.

026||TIME/VOLUME RATES IN FOREIGN COMMERCE

Not Applicable.

001||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 and Great Lakes
Ports and Inland Points (See Paragraph A) AND Worldwide
Ports and Points (See Paragraph B):

A. U.S. INTERIOR POINTS:

All Points in the following States:

Alabama, Alaska, Arizona, Arkansas, California,
Colorado, Connecticut, Delaware, District of Columbia,
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 Maxico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming

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 Atlantic, Gulf, Pacific and Great Lakes Ports.

LIABILITY:

Carrier shall 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.

B. WORLDWIDE PORTS AND POINTS:

Continent - Includes Ports in the Ghent/Hamburg

Range and Inland Points Via such Ports.

France/Iberia - Includes Atlantic Coast Ports in France and Atlantic Coast Ports in Spain and Portugal and Inland Points Via such Ports.

United Kingdom - Includes Ports in England, Scotland, Wales, Northern Ireland and the Republic of Ireland and Inland Points Via such Ports.

Scandinavia - Includes Ports in Denmark, Iceland, Finland, Norway, Sweden, and Baltic Ports in the Kiel/Leningrad Range and Inland Points Via such Ports.

Mediterranean - Includes Ports in the Mediterranean Sea in the Gibraltar, Spain/Oran, Algeria Range, including Ports in the Adriatic, Agean and Black Seas and Islands therein, and Inland Points Via such Ports.

Morocco - Includes Mediterranean and Atlantic Ports in Morocco and Inland Points Via such Ports.

Africa - Includes West, South and East Africa Ports in the El Asiun/Berbera Range, exclusive of Berbera and including the Malagasy Republic and Inland Points Via such Ports.

Middle East - Includes Ports on the Red Sea, Gulf of Aden, Arabian Sea, Persian Gulf and the Gulf of Oman in the Berbera/Karachi Range inclusive of Berbera and exclusive of Karachi and Inland Points Via such Ports.

India/Burma - Includes Ports in the Karachi/ Rangoon Range and those in Sri Lanka and Inland Points via such Ports.

Far East - Includes Ports in Japan, Hong Kong, Philippines, Taiwan, Korea, China, Kampuchea and Vietnam and Inland Points Via such Ports.

South China Sea - Includes Ports in Malaysia, Singapore and Thailand and Inland Points Via such Ports.

Indonesia - Includes Ports in Indonesia and

Inland Points Via such Ports.

Australasia - Includes Ports in Australia, New Zealand, and South Pacific Islands, and Inland Points Via such Ports.

East Coast of Central America and Mexico - Includes East Coast Ports of Central America and Mexico in Mexico, Belize, Guatemala, Honduras, Nicaragua, Costa Rica and Panama and Inland Points Via such Ports.

East Coast of South America - Includes East Coast Ports of South America in Colombia, Guyana, Suriname, French Guiana, Brazil, Uruguay and Argentina and Inland Points Via such Ports.

West Coast of Central America and Mexico - Includes West Coast Ports of Central America in Mexico, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica and Panama and Inland Points Via such Ports.

West Coast of

South America - Includes West Coast Ports of South America in Colombia, Ecuador, Peru and Chile and Inland Points Via such Ports.

Venezuela - Includes Ports in Venezuela and Inland Points Via such Ports.

Caribbean - Includes Ports in the Bahamas, Caymen Islands, Dominican Republic, Guadeloupe, Haiti, Jamaica, Leeward and Windward Islands, Martinique, Trinidad and Tobago, Turks and Caicos Islands and the Virgin Islands (British) and Inland Points Via such Ports.

Canada - Includes Ports in Canada and Inland Points Via such Ports.

INLAND POINT(S):	INTERCHANGE PORT(S):
Worldwide Points (As specified above)	Worldwide Ports (As specified above)

The following shall govern the transfer of cargo by

trucking or other means of transportation at the expense of the Ocean Carrier. Shipments may be picked up or delivered at a port other than the originally intended port, for transfer to another Port of Loading, or to the originally intended Port of Discharge.
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.

002||APPLICATION OF RATES AND CHARGES

1. Rates apply from end of ship's tackle at Port of Loading to end of ship's tackle at Port of Discharge or From/To Inland Point at Origin/Destination To/From Port of Loading/Discharge and, unless otherwise specifically provided, do not include Lighterage, Terminal Handling, Wharfage or any other Accessorial Charges which are established by Custom of the Port, by Port or Local Tariffs or by U.S. Customs. Any Accessorial Charges which are assessed against the cargo will be for the account of the cargo, even if the Carrier is responsible for the collection thereof. (See Paragraph 10)

2. Rates are stated in terms of U.S. Currency and apply per 1,000 Kilos (W) or 1 Cubic Meter (M), as indicated, whichever yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W"

appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight.

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

Rates indicated by WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

3. Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles contained therein, except as otherwise provided in this Tariff.

4. Except as otherwise provided, rates do not include Marine Insurance or Consular Fees.

5. For Outbound Cargo, description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Custom Declaration or Export Declaration covering the shipment. Carrier MUST verify the Bill of Lading description with the validated United States Custom Declaration, Custom Entry or Export Declaration including Schedule "B"

Number and Dock Receipt. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs.

Trade Names are not acceptable commodity descriptions and Shippers are required to declare their commodity by its generally accepted generic or common name.

If Shippers are not covered by a Shipper's Export Declaration as permitted by Export Control Regulations, Shippers must type on B/L "No SED required as per Rule 30.78" and insert the applicable commodity Schedule B number in the Line-copy of the Bill of Lading.

On Outbound Cargo, for shipment of commodities on which the applicable rate is determined on the basis of a value scale, Shippers must insert the value of the goods as declared for Customs purposes in the Line copy of the Bill of Lading in addition to the commodity Schedule B number.

6. Unless otherwise specified, when the rates are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the Port of Loading as indicated on the Commercial Invoice, the Custom Entry, the Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading

Port.

7. Rates, except where predicated on specifically lower values or on an Ad Valorem basis, are subject to Bill of Lading limit of value.

8. Except as otherwise provided, rates apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S or Refrigerated Cargo, N.O.S. rate will apply. (For definition of Hazardous Cargo, see Rule 16)

9. Wherever rates are provided for named articles, the same rate will also be applicable on parts of such articles where so described in the Ocean Bill of Lading, except where specific rates are provided for such parts.

10. Unless otherwise provided, Breakbulk and LCL Rates apply on cargo delivered to Carrier's Terminal. Containers are to be picked up at Carrier's CY, and chassis or flatbed must be provided by the Shipper.

11. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under-covering Bills of Lading, Dock Receipts, or Booking Contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades,

port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract if in conformity with the Shipping Act of 1984 and Federal Maritime Commission Regulations, by tariff publication, any affected rate or rates in order to meet such conditions."

12. For the movement of cargo From/To Inland Points, at Shipper's request, the Ocean Carrier will arrange for transportation Via Overland Carrier. Overland Carriers will be utilized on an availability of service basis and NOT restricted to any preferred Carriers, except as Carrier deems necessary to guarantee safe and efficient movement of said cargo.

Carrier shall NOT be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Carrier.

13. Commodities which are restricted to "Stowage on

Deck" in accordance with Code of Federal Regulations (Title 46, Shipping, Parts 146-149) shall be accorded the rates for Dangerous Cargo.

14. Any tollage, wharfage, handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the Cargo. Any tollage, wharfage, handling and/or charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the Cargo, and if such charges are assessed against the vessel, the Carrier shall in turn bill and collect the same charges in its full amount from the Shipper. Any additional charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

002|1|MIXED SHIPMENTS

Unless otherwise indicated in individual commodity items/TLIs, all rates provided for "Mixed Shipments" (including Freight, All Kinds or GDSM Cargo) shall apply only for such shipments containing two (2) or more commodites per container per shipment and no one commodity may exceed 70% of the total capacity of the container.

The carrier will be provided with a detail packing list of the contents of each container and naming the merchant shipping each commodity in the container.

For the purpose of this rule, the term "shipment" shall mean a quantity of goods, tendered by one shipper on one Bill of Lading at one origin at one time in one or more containers for one consignee at one destination.

002|2|DIVERSION BY CARRIER
When the Ocean Carrier discharges cargo at a terminal port other than the port named in the ocean bill of lading, the ocean carrier may arrange, at its option, for movement via rail, truck or water, of the shipment from the port of actual discharge only as indicated hereunder:

1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to points enroute between carrier's discharging terminal and carrier's delivery terminal provided the rates are not already provided for such destinations in individual commodity items.

2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo had been discharged at the terminal port named in the ocean bill of lading. Within any commercial zone, such payment by the consignee shall be the cost he would normally have

incurred to such point of delivery.

NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the freight rates applicable to the port of destination named in the bill of lading shall be assessed.

In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.

003||RATE APPLICABILITY RULE

The tariff rates, rules and charges applicable to a given shipment must be those published and in effect when the cargo is received by the Carrier or its agent (including originating Carriers in the case of rates for through transportation).

200||NEGOTIATED RATE ARRANGEMENTS (NRA)

The carrier will offer rates for service utilizing the tariff publication exemption under 46 CFR 532.2.

For shipments moving under a tendered NRA, the Shipper will receive a written offer disclosing all rates and charges, except those charges which by regulation must be published herein, including but not limited to General Rate

Increases (GRIs).

Rates and charges will be those in effect at time of receipt of cargo by carrier or carrier's agent (including originating carriers in the case of through transportation) after confirmed and accepted in writing by Shipper. Rates and charges within the NRA will be binding and not subject to amendment or modification during the term of the arrangement.

The Bill of Lading and other shipping related documents will be annotated with the unique number assigned to the NRA and records will be maintained for a period of five (5) years from the date of shipment.