

DSV AIR & SEA INC.  
GOVERNING RULES TARIFF 020615-008  
09-JUNE-2021

Rule 1 SCOPE

effective date = 07Sep2017

Rules and conditions named herein apply to the transportation of cargo between ports and points listed in Paragraph A and ports and points listed in Paragraph B.

A) Between ALL PORTS /POINTS OF CALL in the following;

GROUP: DOMESTIC COUNTRIES includes;

America Samoa	Puerto Rico
Guam	United States
Johnston Atoll	US Virgin Islands
Midway Islands	Wake Island
Northern Mariana Islands	

1) GROUP: US BASE PORTS includes; (See Note)

a) GROUP: ATLANTIC BASE PORTS includes;

Baltimore, MD	Norfolk
Boston, MA	Philadelphia, PA
Charleston, SC	Savannah, GA
Miami, FL	Wilmington, NC
New York, NY	

b) GROUP: GULF BASE PORTS includes;

Houston, TX	New Orleans, LA
Mobile, AL	Tampa, FL

c) GROUP: PACIFIC BASE PORTS includes;

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

d) GROUP: GREAT LAKES BASE PORTS includes;

Chicago, IL

e) Pago Pago, AQ

Rota, CQ

Guam, GQ

San Juan, RQ

Johnston Atoll, JQ

Saint Croix, VQ

Midway Island, MQ

Wake Island, WQ

B) AND ALL PORTS/POINTS OF CALL in the following Countries  
To/From Which Rates Apply:

1) GROUP: EUROPE COUNTRIES includes;

Austria	Liechtenstein
Belgium	Luxembourg
Czechoslovakia	Netherlands
Germany	Switzerland
Hungary	France
UK Countries	Norway
Finland	Sweden
Denmark	

a) GROUP: EUROPE BASE PORTS includes; (See Note)

Antwerp, BE	Hamburg, GM
Bremen, GM	Rotterdam, NL
Bremerhaven, GM	FRENCH ATLANTIC BASE PORTS

b) GROUP: FRENCH ATLANTIC BASE PORTS includes;

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LeHavre, FR

- 2) GROUP: UK COUNTRIES includes;  
Guernsey Man, Isle of  
Ireland St. Helena  
Jersey United Kingdom
- a) GROUP: UK BASE PORTS includes; (See Note)  
Felixstowe, UK London, UK  
Liverpool, UK Manchester, UK
- 3) GROUP: SCANDINAVIA COUNTRIES includes;  
Denmark Jan Mayen  
Faroe Islands Norway  
Finland Svalbard  
Greenland Sweden  
Iceland
- a) GROUP: SCANDINAVIA BASE PORTS incl; (See Note)  
Aarhus, DA Thule, GL  
Gothenburg, SW Trondheim, NO  
Helsinki, FI Vaag, FO  
Reykjavik, IC
- 4) GROUP: BALTIC COUNTRIES includes;  
Poland Union of Soviet  
Socialist Republic
- a) GROUP: BALTIC BASE PORTS includes; (See Note)  
Gdansk, PL Leningrad, UR
- 5) GROUP: MED COUNTRIES includes;  
Albania Libya  
Algeria Malta  
Andorra Monaco  
Cyprus Morocco  
France Portugal  
Gaza Strip San Marino  
Gibraltar Spain  
Greece Syria  
Israel Tunisia  
Italy Vatican City  
Lebanon Yugoslavia
- a) GROUP: MED BASE PORTS includes; (See Note)  
Bar, YO Monaco, MN  
Beirut, LE Oran, AG  
Bilbao, SP Piraeus, GR  
Durazzo, AL Tangier, MO  
Gibraltar, GI Tripoli, LV  
Haifa, IS Tunis, TS  
Latakia, SY Valetta, MT  
Leghorn, IT MED FRANCE BASE PORTS
- b) GROUP: MED FRANCE BASE PORTS includes; (See Note)  
Fos Sur Mer, FR
- 6) GROUP: BLACK SEA COUNTRIES includes;  
Bulgaria Turkey  
Romania Union of Soviet Socialist  
Republic

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- a) GROUP: BLACK SEA BASE PORTS includes; (See Note)  
 Braila, RO Lom, BU  
 Istanbul, TU Odessa, UR
- 7) GROUP: MID-EAST COUNTRIES includes;  
 Bahrain Oman  
 Egypt Qatar  
 Iran Saudi Arabia  
 Iraq United Arab Emirates  
 Iraq-Saudi Arabia  
 Neutral Zone  
 West Bank Jordan  
 Yemen Kuwait
- a) GROUP: MID EAST BASE PORTS includes; (See Note)  
 Abu Dhabi, TC Damman, SA  
 Alexandria, EG Doha, QA  
 Aqaba, JO Hodeidah, YM  
 Baghdad, IZ Kuwait, KU  
 Bahrain, BA Muscat, MU  
 Bandar Abbas
- 8) GROUP: INDIA SUB-CONTINENT COUNTRIES includes;  
 Afghanistan Maldives  
 Bangladesh Nepal  
 Bhutan Pakistan  
 Burma Sri Lanka  
 India
- a) GROUP: INDIA SUB-CONT BASE PORTS incl;(See Note)  
 Bombay, IN Pasni, PK  
 Chittagong, BG Rangoon, BM  
 Colombo, CE
- 9) GROUP: SE ASIA COUNTRIES includes;  
 Cambodia Thailand  
 Laos Vietnam  
 Malaysia
- a) GROUP: SE ASIA BASE PORTS includes; (See Note)  
 Bangkok, TH Hanoi, VM  
 Cheko, CB Kelang, MY
- 10) GROUP: FAR EAST COUNTRIES includes;  
 China  
 Malaysia  
 Hong Kong  
 Indonesia  
 Japan  
 Taiwan  
 Korea, Democratic People's Rep  
 Vietnam
- a) GROUP: FAR EAST BASE PORTS includes; (See Note)  
 JAPAN BASE PORTS Hong Kong  
 TAIWAN BASE PORTS Port Kelang  
 CHINA BASE PORTS Busan/Pusan  
 Tanjung Pelepas Jakarta  
 Hai Phong Penang  
 Laem Chanbang Ho Chi Minh

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- b) GROUP: TAIWAN BASE PORTS includes;  
 Kaohsiung, TW                      Keelung, TW
- c) GROUP: JAPAN BASE PORTS includes;  
 Kobe, JA                              Tokyo, JA  
 Osaka, JA                              Yokohama, JA
- d) GROUP: CHINA BASE PORTS includes;  
 Chiwan, CN                           Tianjin/Xingang, CN  
 Ningbo, CN                            Xiamen, CN  
 Shanghai, CN                         Yantian, CN  
 Qingdao, CN
- 11) GROUP: ASIA COUNTRIES NOS includes;  
 Mongolia  
 Macau                                      Paracel Islands
- a) GROUP: ASIA BASE PORTS NOS includes; (See Note)  
 Macao, CH                              Macau, MC
- 12) GROUP: SOUTH PACIFIC COUNTRIES includes;  
 Ashmore and Cartier                  New Caledonia  
 Islands  
 New Zealand                            Australia  
 Niue                                        Baker Island  
 Norfolk Island                         Brunei  
 Palmyra Atoll                           Christmas Island  
 Papua New Guinea                    Cocos (Keelung) Islands  
 Pitcairn Islands                        Cook Islands  
 Solomon Islands                       Coral Sea Islands  
 Spratly Islands                         Federated States of  
    Micronesia  
 Tokelau                                    Tonga  
 Fiji                                        Tromelin Island  
 French Polynesia  
 Trust Territory of                       Heard Island and McDonald  
     the Pacific                            Island  
 Tuvalu                                     Howland Island  
 Vanuatu                                   Jarvis Island  
 Wallis and Futuna                      Kingman Reef  
 Western Samoa                         Kiribati  
 Marshall Islands                        Nauru
- a) GROUP: SOUTH PACIFIC BASE PORTS incl; (See Note)  
 Auckland, NZ                           Port Moresby, PP  
 Auki, BP                                   Port Vila, NH  
 Brunei Town, BX                        Rarotonga, CW  
 Ebeye, RM                                Saipan, PS  
 Haapia, TN                                Suva, FJ  
 Nauru Island, NR                        Sydney, AS  
 Niue Island, NE                         Tarawa, KR  
 Noumea, NC                              Tuvalu, TV  
 Papeete, FP                              AUSTRALIA BASE PORTS  
 NEW ZEALAND BASE PORTS
- b) GROUP: AUSTRALIA BASE PORTS includes;  
 Adelaide, AS                           Melbourne, AS  
 Brisbane, AS                             Sydney, AS

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- c) GROUP: NEW ZEALAND BASE PORTS includes;  
Auckland, NZ                      Wellington, NZ  
Lyttleton, NZ
- 13) GROUP: AFRICA COUNTRIES includes;
- |                          |                             |
|--------------------------|-----------------------------|
| Angola                   | Madagascar                  |
| Bassas Da India          | Malawi                      |
| Benin                    | Mali                        |
| Botswana                 | Mauritania                  |
| Burkina                  | Mauritius                   |
| Burundi                  | Mayotte                     |
| Cameroon                 | Morocco                     |
| Cape Verde               | Mozambique                  |
| Central African Republic | Namibia                     |
| Chad                     | Niger                       |
| Comoros                  | Nigeria                     |
| Congo                    | Reunion                     |
| Djibouti                 | Rwanda                      |
| Equatorial Guinea        | Sao Tome and<br>Principe    |
| Ethiopia                 | Senegal                     |
| Europa Island            | Seychelles                  |
| Gabon                    | Sierra Leone                |
| Gambia, The              | Somalia                     |
| Ghana                    | South Africa                |
| Glorioso Islands         | Sudan                       |
| Guinea                   | Swaziland                   |
| Guinea-Bissau            | Tanzania, United<br>Rep. of |
| Ivory Coast              | Togo                        |
| Juan De Nova Island      | Uganda                      |
| Kenya                    | Western Sahara              |
| Lesotho                  | Zaire                       |
| Liberia                  | Zambia                      |
|                          | Zimbabwe                    |
- a) GROUP: AFRICA BASE PORTS includes; (See Note)
- |                   |                       |
|-------------------|-----------------------|
| Abidjan, IV       | Luba, EK              |
| Assab, ET         | Mahe, SE              |
| Banjul, GA        | Maputo, MZ            |
| Berbera, SO       | Matadi, CG            |
| Bissau, PU        | Mombasa, KE           |
| Casablanca, MO    | Monrovia, LI          |
| Conakry, GV       | Moroni, CN            |
| Cotonou, BN       | Nouakchott, MR        |
| Dakar, SG         | Pointe Des Galets, RE |
| Dar Es Salaam, SG | Pointe Noire, CF      |
| Djibouti, DJ      | Port Gentil, GB       |
| Douala, CM        | Port Louis, MP        |
| Durban, SF        | Port Sudan, SU        |
| Freetown, SL      | Praia, CV             |
| Jinja, UG         | Principe, TP          |
| Lagos, NI         | Tamatave, MA          |
| Lome, TO          | Tema, GH              |
| Luanda, AO        | Walvis Bay, WA        |
- 14) GROUP: SOUTH AMERICA COUNTRIES includes;
- |           |                  |
|-----------|------------------|
| Argentina | Falkland Islands |
| Belize    | French Guiana    |
| Bolivia   | Guyana           |
| Brazil    | Paraguay         |

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Chile	Peru
Colombia	Suriname
Ecuador	Uruguay
	Venezuela

- a) GROUP: SOUTH AMERICA BASE PORTS incl; (See Note)
- |                  |                    |
|------------------|--------------------|
| Albina, NS       | Lima, PE           |
| Antofagasta, CI  | Montevideo, UY     |
| Belize City, BH  | Puerto Cabello, VE |
| Buenos Aires, AR | Cayenne, FG        |
| Santos, BR       | Georgetown, GY     |
| Tolu, CO         | Guaqui, BL         |
| Villela, PA      | Guayaquil, EC      |
- 15) GROUP: CENTRAL AMERICA COUNTRIES includes
- |             |           |
|-------------|-----------|
| Costa Rica  | Mexico    |
| El Salvador | Nicaragua |
| Guatemala   | Panama    |
| Honduras    |           |
- a) GROUP: CENTRAL AMERICA BASE PORTS incl; (Note)
- |                   |                  |
|-------------------|------------------|
| Colon, PM         | San Salvador, ES |
| Managua, NU       | Santo Tomas, GT  |
| Puerto Cortes, HO | Veracruz, MX     |
| Puerto Limon, CS  |                  |
- 16) GROUP: CARIBBEAN COUNTRIES includes;
- |                        |                      |
|------------------------|----------------------|
| Anguilla               | Guadeloupe           |
| Antigua and Barbuda    | Haiti                |
| Aruba                  | Jamaica              |
| Bahamas, The           | Martinique           |
| Barbados               | Montserrat           |
| Bermuda                | Navassa Island       |
| British Virgin Islands | Netherlands Antilles |
| Cayman Islands         | St Kitts and Nevis   |
| Cuba                   | St Lucia             |
| Dominica               | St Vincent and the   |
| Dominican Republic     | Grenadines           |
| Grenada                | Trinidad and Tobago  |
|                        | Turks and Caicos     |
|                        | Islands              |
- a) GROUP: CARIBBEAN BASE PORTS includes; (See Note)
- |                    |                    |
|--------------------|--------------------|
| Antigua, AC        | Pointe a Pitre, GP |
| Basseterre, SC     | Port au Prince, HA |
| Bridgetown, BB     | Port Castries, TD  |
|                    | Port of Spain, TD  |
| Fort De France, MB | Roseau, DO         |
| Freeport, BF       | Saint Georges, GJ  |
| Georgetown, CJ     | Salt Cay, TK       |
| Hamilton, BD       | Santa Clara, CU    |
| Kingston, JM       | Santo Domingo, DR  |
| Kingstown, VC      | The Road, AV       |
| Tortola, VI        | Plymouth, MH       |
- 17) GROUP: FOREIGN COUNTRIES NOS includes;
- |                               |                   |
|-------------------------------|-------------------|
| Antarctica                    | Bouvet Island     |
| French Southern and Antarctic | Canada            |
| South Georgia and the         | Clipperton Island |
| South SA                      | St Pierre and     |
|                               | Miquelon          |

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- a) GROUP: FOREIGN BASE PORTS NOS incl; (See Note)  
Montreal, CA St Pierre, SB

NOTE: Base Port Groups also apply as interchange ports.

Rule 1-A THROUGH RATES/INTERMODAL TRANSPORTATION

effective date = 01Jul2017

- A) Points of Origin and/or Destination and interchange ports will be specified in individual rates.
- B) Unless specifically provided in individual rate items, RATES will apply to/from points and will apply via motor/rail/water or any combination thereof via the routes specified in RATES.
- C) Carrier's liability for through transportation is set forth in carrier's Combined Transport Bill of Lading. For terms and conditions of carrier's liability see Rule 8, Clauses 4, 29, 30 and 31.

Rule 1-B USA INLAND CHARGE APPLICATION

effective date = 24Jul2017

Unless otherwise specified on individual Tariff Rate Items, a USA Inland Charge will apply to all inland cargo movements in the USA, in the following amount:

USD 10,000.00

Rule 1-C FOREIGN INLAND CHARGE APPLICATION

effective date = 24Jul2017

Unless otherwise specified on individual Tariff Rate Items, a Foreign Inland Charge will apply to all inland cargo movements in foreign countries, in the following amount:

USD 10,000.00

Rule 2 APPLICATION OF RATES AND CHARGES

effective date = 17Jul2017

- A. Rates as published herein 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 applicable rate.
- B. 1. Rates as published herein apply between carrier's terminal at port/point of loading and carrier's terminal at port/point of discharge, and unless otherwise specifically provided within individual commodity descriptions do not include terminal, handling, wharfage, marine insurance or any other accessorial charges which are established by Custom of

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the Port, by Port Tariffs, or by U.S. Customs.  
Any accessorial charges which are assessed against the cargo will be for the account of the cargo.

2. Rates applying FROM/TO GROUPS named in Rule 1 shall apply from all places named in the GROUPS. GROUP NAMES preceded by an "O-" will apply as an ORIGIN GROUP. GROUP NAMES preceded by a "D-" will apply as DESTINATION GROUP.

EXAMPLE: O-ATLANTIC BASE PORTS will apply "from" those ports named in Rule 1(A)(1)(a) whereas D-ATLANTIC BASE PORTS will apply "to" those ports named in Rule 1(A)(1)(a).

- 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. Rates as provided apply only on pieces or packages not exceeding 22,400 pounds or 1200 cubic feet or which, because of its width, length or height cannot be wholly loaded within a container.
- E. Rates applying to/from WORLD POINTS and/or U.S. POINTS as stated in Rule 1 will apply via motor/rail/water services or any combination thereof, via routes stated in individual rate items. If no origin/destination is named, rates shall apply from all origins to all destinations via all routes.
- F. Rates applying from/to U.S. PORTS shall apply via All-Water Service (AW) unless routing is specifically designated in individual RATEs indicating mode of inland transportation.

G. RATES ON MIXED SHIPMENTS

- 
1. General Application When two or more commodities are shipped at one time by one shipper to one consignee to one destination on one Bill of Lading for which different rates are provided in this tariff, the separate rate applicable to each commodity will apply, except as follows:
    - a. If actual weights and/or measurements for each commodity are not obtainable, charges for the entire shipment will be computed at the rate applicable to the highest rated commodity in the shipment.
    - b. If two or more commodities are tendered in a shipper packed container and the rates for one or more commodities are subject to a minimum requirement per container, the rate to apply on each commodity will be the rate which would apply if such commodity were tendered as a straight shipment with a weight, measure or package/carton count the same as the weight, measure or package/carton count of the mixed shipment in the container. The minimum requirement for each



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container will be the highest applicable to any commodity in the container and any deficit in weight, measurement or package/carton count will be charged for at the highest applicable rate to any commodity in the container. This rule will only apply when actual weights and/or measurements for each commodity in each container are declared on the Bill of Lading. In the event a lower charge results by assessing the rate applicable to each commodity, such lower charge will apply.

- c. If two or more commodities are tendered in a shipper packed container and if there is a per container rate applicable to each commodity, then the highest applicable per container rate will apply.
2. Application for Mixed Commodity Rate Items in Chapter 99 only:

Rate Items in Chapter 99 of all Rate Sections shall be subject to a minimum of three (3) commodities per container with no one commodity exceeding 70% of the cargo weight per container unless otherwise specified in the item. A packing list is required prior to the vessel sailing.

H. DESCRIPTION OF SERVICE

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Except as otherwise provided all rates and charges 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.

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.

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Rate does NOT include, delivery,  
unloading or return of empty container  
to carrier's designated facility.

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 RAIL (R) terminal.  
Rate includes all inland transportation from RAIL (R) terminal to carrier's facility.

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

CONTAINER FREIGHT STATION (S)

AT ORIGIN - applies when the shipper delivers cargo to carrier's designated facility at shipper's expense.  
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.  
Rate includes unloading the container by the carrier.

TERMINAL (T)

AT ORIGIN - applies when cargo is delivered to carrier's terminal breakbulk to be loaded into containers by carrier at his expense.

AT DESTINATION - applies when the carrier strips the container at his terminal and makes the cargo available for pickup by consignee or his agent.

I. PROHIBITED OR RESTRICTED ARTICLES

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Except as otherwise provided, the following articles will not be handled:

- A) Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with carrier.
- B) Cargo which because of its inherent vice is likely to

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impregnate or otherwise damage carrier's containers or other cargo.

C) Cargo which requires protection from heat or cold.

D) 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 there from; 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.

E) Animals, Birds and Fish, alive.

J. MARKING OF FREIGHT

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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.

K. INSURANCE

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Rates named herein do not include Marine Insurance, and no premiums for account of shipper may be absorbed by the carrier.

L. LIMITATION OF SERVICE

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

B. 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 named herein, and all rates, rules and regulations will apply when services so mentioned are operating.

M. PARTS

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Wherever rates are provided on articles named herein, the same rates will apply on parts of such articles, except where specific rates are provided for such parts.

N. FREE TIME AND DEMURRAGE

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A. EXPORT

Cargo delivered for a specific sailing is allowed a basic period of 10 (ten) days free time. (See Note)

B. IMPORT

A period of 5 (five) days free time exclusive of Saturdays, Sundays, and legal holidays will be allowed

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for import cargo (See Note)

NOTE: Free Time allowed and Demurrage assessed will be for the account or cargo.

O. DISPOSITION OF FRACTIONS

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A. FRACTIONAL CUBIC FEET - Each item on the Bill of Lading shall be considered separately. On a single package of less than one cubic foot it shall be freighted at one cubic foot. On a single package in excess of one cubic foot, if the fraction is less than one half cubic foot, it shall be dropped. If the fraction is one-half cubic foot or over, it shall be taken to the next cubic foot. On each item on a Bill of Lading consisting of two or more packages, actual fractions shall be used to determine the total measurement of all the packages. Where the total results in a fraction, such fraction shall be dropped if less than one-half cubic foot. If the fraction is one-half cubic foot or over, it shall be taken to the next full cubic foot. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be the "outside" measurement of that dimension.

B. FRACTIONAL INCHES - All fractions under one-half shall be dropped. All fractions over one-half inch shall be taken to the next full inch. Where a fraction of exactly one-half inch occurs in one dimension, it shall be taken to the next full inch. Where a fraction of exactly one-half inch occurs in two dimensions, the one on the smaller dimensions shall be taken to the full inch and the other dropped. However, if both dimensions are equal, increase one fraction to the next inch and drop the other. Where fractions of exactly one-half inch occur in three dimensions, those on the largest and smallest dimensions shall be taken to the next inch and the other dropped. However, if all three dimensions are equal, increase two of the fractions to the next full inch and drop the other. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be "outside" measurement of that dimensions.

C. FRACTIONAL DIMENSIONS - Cubic Measurement for the individual pieces or packages will be computed in accordance with the following rules regarding fraction of centimeters:

1. All fractions under one-half (1/2) centimeter are to be dropped.
2. All fractions over one-half (1/2) centimeter are to be extended to the next full centimeter.
3. Where fractions of exactly one-half (1/2) centimeter occur on one dimension, it shall be extended to the next full centimeter.
4. When extending freight charges on Bills of Lading, the total measurement at each rate shall be rounded off to the nearest 1/1000 (one/one-thousandth) cubic meter.

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5. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be the "outside" measurement of that dimension.

P. PACKAGING REQUIREMENTS  
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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.

Q. FORCE MAJEURE  
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Force Majeure Clause: "Without prejudice to any rights or privileges of the carrier under covering Bills of Lading 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 carriers' operations, the carrier reserves the right to cancel any outstanding booking or contract of carriage, or to increase the rates if in conformity with the provisions of the Shipping Act, 1984."

R. METRIC CONVERSION  
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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

S. SHIPPER LOAD AND COUNT  
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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 clause 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.

T. TYPES OF SERVICE REQUESTED BY SHIPPER  
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Carrier Designated Rates - The rates listed in this tariff may provide varying rate levels as designated by the respective ocean carriers and be differentiated by ocean carrier service name or other such identifiable abbreviation thereof. In the event that a shipper selected ocean carrier cannot provide the required equipment to facilitate the movement of said freight the shipper will then be responsible for the selection of any other listed ocean carrier service to effect shipment to ports and points as specified. All costs associated with change of selection of ocean carrier shall be for shipper's account.

Rule 2-A APPLICATION OF RATES AND CHARGES: RATES ON MIXED SHIPMENTS

effective date = 01Jul2017

1. General Application

When two or more commodities are shipped at one time by one shipper to one consignee to one destination on one Bill of Lading for which different rates are provided in this tariff, the separate rate applicable to each commodity will apply, except as follows:

a. If actual weights and/or measurements for each commodity are not obtainable, charges for the entire shipment will be computed at the rate applicable to the highest rated commodity in the shipment.

b. If two or more commodities are tendered in a shipperpacked container and the rates for one or more commodities are subject to a minimum requirement per container, the rate to apply on each commodity will be the rate which would apply if such commodity were tendered as a straight shipment with a weight, measure or package/carton count the same as the weight, measure or package/carton count of the mixed shipment in the container.

The minimum requirement for each container will be the highest applicable to any commodity in the container and any deficit in weight, measurement or package/carton count will be charged for at the highest applicable rate to any commodity in the container.

This rule will only apply when actual weights and/or measurements for each commodity in each container are declared on the Bill of Lading. In the event a lower charge results by assessing the rate applicable to each commodity, such lower charge will apply.

c. If two or more commodities are tendered in a shipper packed container and if there is a per container rate applicable to each commodity, then the highest applicable per container rate will apply.

2. Application for Mixed Commodity Rate Items in Chapter 99 only:

Rate Items in Chapter 99 of all Rate Sections shall be subject to a minimum of three (3) commodities per

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container with no one commodity exceeding 70% of the cargo weight per container unless otherwise specified in the item. A packing list is required prior to the vessel sailing.

Rule 2-B AUTOMATED MANIFEST SYSTEM (AMS)

effective date = 01Jul2017

Except as otherwise provided, an Automated Manifest System data filing charge will apply as follows:

From/Via  
All Origins (Except North America)

To/Via  
North America (All Ports & Points)

\$ 35 per B/L

Rule 2-C BILL OF LADING PROCESSING FEE (DOC HANDLING FEE)

effective date = 05Jun2019

Except as otherwise provided, a Bill of Lading Processing Fee shall apply as follows:

From/Via  
North America (All Ports & Points)

To/Via  
All Destinations

\$ 95 per B/L

From/Via  
All Origins (Except North America)

To/Via  
North America (All Ports & Points)

\$ 95 per B/L

Note: This rule may also be referred to as Doc Handling, Documentation Handling, BOL Processing, B/L Fee, or Doc Fee.

Rule 2-D CHINA ANTI-MOSQUITO FUMIGATION FEE

effective date = 01Jul2017

All containers moving from the US to China will require local fumigation or anti-mosquito treatment before the containers are delivered, If a consignee cannot provide a fumigation certificate or anti-mosquito treatment statement during declaration that matches the requirements of the destination port in China, then local treatment of the container will need to be done at a rate of CNY 300/400 per 20'/40'. If the shipper provides an anti-mosquito treatment certificate and upon inspection there are no mosquitos a CNY20/40 per 20'/40' Epidemic Processing fee will be charged. If mosquitos are found upon inspection the

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container will require a fumigation process at a rate of CNY200/400 per 20'/40', and any related trucker waiting fees.

Rule 2-E CLEAN TRUCK FEE

effective date = 01Jul2017

A Clean Truck Fee will be assessed for containers moving through the Ports of Los Angeles and Long Beach as follows:

Containerized cargo moving via train or from one terminal to another are exempt; Minimum 1 Revenue Ton.

\$ 3.00 LCL W, M or W/M  
\$ 35.00 20 Containers  
\$ 70.00 40 Containers  
\$ 70.00 40 High Cube Containers  
\$ 70.00 45 Containers

Rule 2-F EMERGENCY REVENUE CHARGE

effective date = 01Jul2017

Except as otherwise provided, an Emergency Revenue Charge shall apply as follows:

From/Via  
Asian Countries (Far East & Southeast Asia) & India Sub-Continent

To/Via  
North America (All Ports & Points)

\$ 10.00 LCL M  
\$ 320.00 20 Containers  
\$ 400.00 40 Containers  
\$ 450.00 40 High Cube Containers  
\$ 505.00 45 Containers

Rule 2-G ENTRY SUMMARY DECLARATION (ENS) FEE

effective date = 13Sep2017

Except as otherwise provided, an ENS Fee shall apply as follows:

From/Via  
North America (All Ports & Points)  
To/Via  
Europe, Scandinavia, United Kingdom & Baltic Countries  
\$ 25 per HBL

From/Via  
Europe, Scandinavia, United Kingdom & Baltic Countries  
To/Via  
North America (All Ports & Points)  
\$ 25 per HBL

Rule 2-H HAZARDOUS CARGO FEE (HCF)



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effective date = 13Jul2017

Except as otherwise provided, a Hazardous Cargo Fee shall apply as follows:

\$ 10.00 per W/M  
\$ 100.00 20 Containers  
\$ 200.00 40 Containers  
\$ 200.00 40 High Cube Containers  
\$ 200.00 45 Containers

Minimum 1 Revenue Ton.

Rule 2-I VERIFIED GROSS MASS (VGM) ADMIN FEE

effective date = 16Apr2018

Except as may otherwise be provided, as a result of the Safety of Life at Sea (SOLAS) regulations implemented by the International Maritime Organization (IMO), the a verified Gross Mass (VGM) Administration Fee shall apply as follows:

LCL - \$30.00 per HBL  
For Buyer Consolidation after the first VGM Admin Fee each additional shipment \$15.00  
FCL - \$30.00 per HBL

For Full Container Loads, all fees and charges for weighing, re-weighing, wait times when arranged by carrier will be billed at cost to the Shipper. Shippers of full containers can opt to arrange their own weighing of container, but must provide a verified weight certificate, signed VGM or other proof of the verified weight to Carrier. Carrier shall be entitled to tender, counter-sign or endorse such certificates, weight tickets or other weight data provided by Shipper as Carriers own VGM to subcontractors, including the vessel operator.

NOTE: U.S. flag vessels operating in the U.S. domestic trade (i.e. Puerto Rico, U.S. Virgin Islands and other territories) would be under the standards of the U.S. Coast Guard and not subject to the Verified Gross Mass Admin Fee. Only vessels operating in foreign commerce would be subject to SOLAS.

Rule 2-J TRAFFIC MITIGATION FEE (TMF) PIERPASS

effective date = 01Aug2019

Unless otherwise stated, all rates in this tariff for cargo entering or exiting the marine terminal gates by road in the ports of Los Angeles or Long Beach during Peak Hours (Monday through Friday, 3:00AM to 6:00PM) will be subject to a Traffic Mitigation Fee in the following amounts that will be assessed by PierPASS.

In the event that PierPASS assesses the fee to the carrier, the carrier will pass this fee on to the account of the cargo.

PC20: \$32.12

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PC40 / 40 HC / 45: \$64.24  
\$4.00 per CBM for LCL, min \$4.00

Exceptions: The Traffic Mitigation fee will not be assessed for empty containers and chassis, domestic containers, transshipments to other ports or for intermodal containers departing or arriving via the Alameda Corridor for Import or Export where the Alameda fee has been assessed.

[Pass through pursuant to 46 CFR 520.8(b)(4).]

Rule 2-K AUTOMATED EXPORT SYSTEM (AES) FILING FEE

effective date = 01Jul2017

Except as otherwise provided, an Automated Export System (AES) Filing Fee shall apply as follows:

From/Via  
North America (All Ports & Points)

To/Via  
All Destinations

\$ 25 per B/L

Rule 2-L HOMELAND SECURITY FEE

effective date = 01Jul2017

Homeland Security Fee of USD 50.00 per Bill of Lading.

Rule 2-M WEST BOUND SERVICES

effective date = 24Jul2017

INCOTERMS on our rate notes, please find below the definitions for each term:

- Except as otherwise provided, a C&F / CIF W/B terms rate includes:  
Inland Italy, OTHC, o/f, LSS, BAF, DTHC, ISPS, AMS, SOLAS.
- Except as otherwise provided, a DAP W/B terms rate includes:  
Inland Italy, OTHC, o/f, LSS, BAF, DTHC, ISPS, AMS, SOLAS, CUC, Door delivery.
- Except as otherwise provided, a DDP W/B terms rate includes:  
Inland Italy, OTHC, o/f, LSS, BAF, DTHC, ISPS, AMS, SOLAS, CUC, Door delivery, USA Customs clearance

Rule 2-N EXCLUSIVE USE

effective date = 24Jul2017

1. When a container is loaded for the exclusive use by the shipper or his authorized representative and delivered to the CY, freight charges shall be calculated at the applicable rate of the contents subject to the minima as

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set forth below. When a shipper loads or partly loads only one container, the minimum rule as set forth below will apply.

a) This rule applies only when exclusive use is requested by the shipper in writing and notation is made on the Bill of Lading that "Shipper has requested Exclusive Use."

b) In the case of container loaded with a single commodity rated on a measurement basis, the minimum shall be calculated at 85% of the total inside cubic capacity of the container except where the weight capacity of the container has been fully utilized or when the maximum over-the-road legal weight limitation in transit to destination would be exceeded, in which case freight will be assessed on a measurement basis based on the maximum full weight capacity or the over-the-road legal weight limitation of the container, whichever is the lesser.

c) In the case of container loaded with a single commodity rated on a weight basis, the minimum shall be calculated at 95% of the total weight capacity of the container except where the cubic capacity of the container has been fully utilized or when the maximum over-the-road legal weight limitation in transit to destination would be exceeded, such maximum should apply.

d) When the contents of a container consist of more than one commodity, freight charges shall be calculated at the rate applicable on each commodity therein and provided that the total aggregate equals on a measurement basis at least: 85% of the inside cubic capacity of the container or on a weight basis at least 95% of the weight capacity of the container regardless of whether the commodities are rated on a weight or measurement basis; however, if the total measurement and weight is less than the above-stated minimum, freight shall be assessed on the lower deficiency at the rate applicable to the highest-rated commodity.

2. OVER-FLOW LOADS

a) If Carrier supplies the shipper with more than one container under provisions of this Exclusive Use Rule each single container so supplied shall be subject to the minimum specified except that if the shipper does not fully load the last remaining container, then the freight applying to the over-flow cargo shall be calculated on the actual quantity loaded in the said last remaining container, but subject to the minimum charge per container, if any, published in this tariff.

b) Carrier reserves the right to utilize the unused space in the last remaining container at its CFS.

c) If shippers do not take advantage of this Over-flow provision but insist on no other shipments being stowed in the last remaining container, they shall have such an option, but their cargo will then be subject to the Exclusive Use per container minimums.

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effective date = 04Aug2017

AX1 Service:

Via Norfolk or New York Only  
Port Rotation: Le Havre, Rotterdam, Hamburg, Southampton,  
New York, Norfolk, Le Havre.

Turnaround days: 28

INCOTERMS on our rate notes, please find below the  
definitions for each term:

- Except as otherwise provided, an EXW E/B terms rate  
includes:  
Inland USA, Export Customs formalities, OTHC, O/F, LSS,  
BAF, SOLAS.
- Except as otherwise provided, a FCA E/B terms rate  
includes:  
Inland USA, OTHC, O/F, LSS, BAF, SOLAS.
- Except as otherwise provided, a FOB E/B terms rate  
includes:  
O/F, LSS, BAF, SOLAS.

Rule 2-P EXPORT CUSTOMS FORMALITIES

effective date = 04Sep2017

Except as otherwise provided, an Export Customs Formalities  
charge shall apply to all cargo moving from USA to foreign  
countries as follows:

Euro 68.00

Rule 2-Q USA CUSTOMS CLEARANCE

effective date = 04Sep2017

Except as otherwise provided, an USA Customs Clearance  
charge shall apply to all cargo moving from foreign  
countries to USA as follows:

US\$ 125.00

Rule 2-R PRO RATING CARGO EXCEEDING GIVEN DIMENSIONS ON A TLI OR NRA

effective date = 01Jun2019

Except as otherwise provided, when TLIs or NRAs are filed or  
quoted to persons on a Lumpsum or Per shipment basis; when  
based on the cargo dimensions, the rate applies to the  
shipment up to the weight and dimension provided by the  
supplier. The lumpsum rate provided, (TLI or NRA) also  
represents the minimum charge to the customer. However, if  
the dimensions exceed the weight and or cube of the TLI or  
NRA quoted, the chargeable rate is achieved by dividing the  
Lumpsum rate quoted by the Weight Ton and Measurement Ton.  
The new LS rate achieved by multiplying the rates by the

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actual Weight Ton and Measurement Ton and selecting the highest result.

For Example:

DSV quotes \$750 for a shipment 5500 kilos or 5.5 KT / 7.70 Cubic Meters  
 $\$750 / 5.5 = \$136.36$  per KT  
 $\$750 / 7.70 = \$97.40$  per CBM

The Shipment arrives and its 5,825 kilos or 5.825 KT / 8.30 Cubic Meters  
 $5.825 \times \$136.36 = \$794.32$  LS  
 $8.30 \times \$97.40 = \$808.44$  LS

The new Lumpsum rate to the customer would be \$808.44

Any Ancillary Charges not based on the dimensions of the cargo, would be assessed as quoted. (i.e. AMS, ISF, Documentation Handling, etc)

Rule 2-S FACILITY FEE

effective date = 22Jan2020

A Facility Fee will apply to all US Import and Export LCL cargo as follows:

US Export:

Minimum 1 Revenue Ton  
 $\$7.50 / W, M$  or  $W/M$  - minimum charge \$7.50,  
maximum charge \$30

US Import:

\$55 / shipment

Rule 2-T ADVANCE CHARGES

effective date = 15Aug2020

Shippers/Forwarders advance charges on a Bill of Lading for collection will be accepted without carrier's responsibility and at full risk of shipper/forwarder at all times.

A 5% charge will be assessed on all freight and accessorial charges forwarded on behalf of shipper/forwarder.

Rule 3 RATE APPLICABILITY RULE

effective date = 01Jul2017

All tariff rates, rules and charges applicable to a given shipment will be those published and in effect when the cargo is received by the ocean carrier or its agent, including originating carriers in the case of rates for through transportation.

Rule 4 HEAVY LIFT

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effective date = 01Jul2017

None currently in effect.

Rule 5 EXTRA LENGTH

effective date = 01Jul2017

For LCL ocean export shipments (ex-all US ports) to all destinations, any single piece in a shipment exceeding 12 linear feet shall be accessed an Over Length Surcharge of \$10.00 per linear foot, minimum of \$75.00. The surcharge shall apply on the portion of the longest piece exceeding 12 linear feet on any single piece in the shipment and not the overall length of the piece.

Rule 6 MINIMUM BILL OF LADING CHARGE

effective date = 01Jul2017

Except as otherwise specifically provided herein, the minimum charge for a single shipment from one shipper to one consignee shall be USD 40.00 per bill of lading for all FCL shipments and USD 7.00 per bill of lading for all LCL shipments.

Rule 7 PAYMENT OF FREIGHT CHARGES

effective date = 01Jul2017

- A) Freight charges must be prepaid, unless prior arrangements have been concluded accordance with the following provisions:
- 1) Prepaid Freight and Prepayment of Freight: When freight or charges are prepaid, Bill of Lading must not be issued except upon payment of such freight of charges in U.S. Dollars or in foreign currency based on the highest (numerical) Telegraphic Transfer Selling Rate of Exchange (TTS) for U.S. Dollars pursuant to Rule 3.
  - 2) Collect Freight: Collect freight and charges must be paid to the ocean carrier prior to release of cargo at terminal ports of discharge.
  - 3) Freight charges must be paid to the carrier before release of the cargo, unless prior arrangement to the contrary has been made with the carrier.
  - 4) Freight charges and all other charges must be prepaid on shipments of:
    - a) Household Goods
    - b) Personal Effects
    - c) Privately Owned Motor Vehicles
    - d) Refused/Returned Shipments
  - 5) In the event Consignee or his agent refuses to pay freight and other charges, and merchandise remains undeliverable thereby, Shipper guarantees and remains liable for full payment of freight and other charges, together with any expense incurred while awaiting disposition of the cargo.

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- B) Ocean freight and other Tariff charges are due and completely earned upon receipt of cargo by the Carrier, ship and/or cargo lost or not lost.
- C) 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, to adjust the rates and charges as required to remove the adverse effects.
- D) Freight and charges on collect shipments shall be paid for prior to the delivery of the cargo.
- E) Prepayment of freight monies and charges at destination must be made in full for the complete original Bill of Lading quantity prior to the release of any original ocean Bill of Lading by the Carrier to the Shipper or his duly authorized licensed Freight Forwarder or his Agent.

Rule 8 BILL(S) OF LADING

effective date = 01Jul2017

Please refer to the following sub-rules.

Rule 8-A BILL(S) OF LADING - EXPORT

effective date = 16Oct2019

COMBINED TRANSPORT BILL OF LADING

1. DEFINITIONS

a) "Bill of Lading" as used herein includes conventional bills of lading, as well as electronic, express and laser bills of lading, sea waybills and all like documents, howsoever generated, covering the Carriage of Goods to, from or through the United States, whether or not issued to the Merchant.

b) "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.

c) "Carrier" means the Company named on the face side hereof and on whose behalf this Bill of Lading was issued, whether acting as carrier or bailee.

d) "Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant.

e) "Container" means any container (closed or open top), van, trailer, flatbed, transportable tank, railroad car, vehicle, flat, flatrack, pallet, skid, platform, cradle, sling-load or any other article of transport and any equipment associated or appurtenant thereto.

f) "Goods" means the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier.

g) "Merchant" means the shipper, consignee, receiver,

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holder of this Bill of Lading, owner of the cargo or person entitled to the possession of the cargo and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this Bill of Lading.

h) "On Board" or similar words endorsed on this Bill of Lading mean that in a Port to Port movement, the Goods have been loaded on board the Vessel or are in the custody of the actual ocean carrier. In the event of intermodal transportation, if the originating carrier is an inland or coastal carrier, means that the Goods have been loaded on board rail cars or another mode of transport at the Place of Receipt or are in the custody of a Participating carrier and en route or are intended to be transported to the Port of Loading named on the reverse side.

i) "Participating carrier" means any other carrier by water, land or air, performing any stage of the Carriage, including inland carriers, whether acting as sub-carrier, connecting carrier, substitute carrier and/or bailee.

j) "Person" means an individual, a partnership, a body corporate or any other entity of whatsoever nature.

k) "Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, feedership, barge, or other means of conveyance by water used in whole or in part by the Carrier to fulfill this contract.

2. CARRIER'S TARIFFS. The Goods carried hereunder are subject to all the terms and conditions of the Carrier's applicable tariff or tariffs on file with the Federal Maritime Commission, Interstate Commerce Commission or any other regulatory body which governs a particular portion of the carriage and said terms and conditions are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading. Copies of the relevant provisions of the applicable tariff or tariffs are obtainable from the Carrier, Federal Maritime Commission, Interstate Commerce Commission or other regulatory body upon request. In the event of any conflict between the terms and conditions of such tariff or tariffs and the Terms and Conditions of this Bill of Lading, this Bill of Lading shall prevail.

3. WARRANTY / ACKNOWLEDGMENT. The Merchant warrants that in agreeing to the Terms and Conditions hereof, it is, or is the agent and has the authority of, the owner or person entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

The Merchant acknowledges that the Carrier is a non-vessel operating common carrier ("NVOCC"), and that it neither owns nor charters vessels, as a result of which the Carrier or any subcarrier, connecting carrier or substitute carrier (which may be a NVOCC) will be required to contract with an actual ocean carrier to accomplish the Carriage contemplated by this Bill of Lading and does so as agent of the Merchant.

The Merchant further acknowledges that by identifying the carrying Vessel on the face side hereof, it knows or can determine the name of the actual ocean carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tariff(s) and agrees to be bound thereby.



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4. RESPONSIBILITY

a) Except where the Carriage covered by this Bill of Lading is to or from a port or locality where there is in force a compulsorily applicable ordinance or statute of a nature similar to the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, the provisions of which cannot be departed from, and suit or other proceeding is instituted and litigated in such port or locality, this Bill of Lading shall have effect subject to the Carriage of Goods by Sea Act of the United States ("COGSA"), approved April 16, 1936, and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of its rights, immunities, exemptions, limitations or exonerations or an increase of any of its responsibilities or liabilities under COGSA or, as the case may be, such compulsorily applicable ordinances or statutes. The provisions of COGSA or such compulsorily applicable ordinances or statutes (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the Goods or Containers or other packages are in the care, custody and/or control of the Carrier, a Participating carrier or independent contractor (inclusive of all subcontractors), their agents and servants, whether engaged by or acting for the Carrier or any other person, as well as during the entire time the Carrier is responsible for the Goods. In the absence of compulsorily applicable legislation, COGSA shall apply during the entire time the Carrier remains responsible hereunder.

b) The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, misdelivery or other loss or damage to or in connection with the Goods or Containers or other packages occurring at any time contemplated under subdivision a) of this Clause.

c) The Carrier shall, irrespective of which law is applicable under subdivision a) of this Clause, be entitled to the benefit of the provisions of Sections 4281 through 4286 (and 4289) inclusive, and 4289 of the Revised Statutes of the United States and amendments thereto.

d) The rights, defenses, exemptions, limitations of and exonerations from liability and immunities of whatsoever nature provided for in this Bill of Lading shall apply in any action or proceeding against the Carrier, its agents and servants and/or any Participating carrier or independent contractor, whether in tort, contract or otherwise.

5. THROUGH TRANSPORTATION. When either the Place of Receipt or Place of Delivery set forth herein is an inland point or place other than the Port of Loading (Through Transportation basis), the Carrier will procure transportation to or from the sea terminal and such inland point(s) or place(s) and, notwithstanding anything in this Bill of Lading contained, but always subject to Clause 4. hereof, the Carrier shall be liable for loss or damage of whatsoever nature and howsoever arising to the following extent, but no further:

a) Upon proof that the loss or damage arose during a part of the Carriage herein made subject to COGSA or other compulsorily applicable legislation, as set forth in Clause 4. a) hereof, said legislation shall apply; or

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b) Upon proof that the loss or damage not falling within a) above, but concerning which the law of any country, state or subdivision thereof contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct contract with the Carrier, a Participating carrier or independent contractor, as referred to herein, relative to a particular stage of transport or other handling wherein the loss or damage occurred and received as evidence thereof a particular receipt or other document, then the liability of the Carrier, Participating carrier and independent contractor shall be subject to the provisions of such law.

c) If it should be determined that the Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any Participating carrier or independent contractor, their agents and/or servants, and be subject to law compulsorily applicable to their bills of lading, receipts, tariffs and/or law applicable thereto, then the Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature accorded under such bill of lading, receipt, tariff and/or applicable law, provided however, that nothing contained herein shall be deemed a surrender by the Carrier of any of its rights, defenses and immunities or an increase of any of its responsibilities or liabilities under this Bill of Lading, the Carrier's applicable tariff or laws applicable or relating (to such Carriage).

d) Except as hereinabove provided, the Carrier shall have no liability for damage to the Goods.

6. SUBCONTRACTING: BENEFICIARIES

a) The Carrier shall be entitled to subcontract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by it in relation to the Goods or Containers or other packages or any other goods.

b) It is understood and agreed that if it should be adjudged that any person or entity other than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where any loss or damage shall occur and without regard to whether the Goods covered hereby or any other goods are being handled or are damaged directly or indirectly during any handling, and even if the Goods or other goods are transported on free in, stowed and/or free out terms, all exemptions, limitations of and exonerations from liability provided by law or by the Terms and Conditions hereof shall be available to all agents, servants, employees, representatives, all Participating (including rail and other inland) carriers and all stevedores, terminal operators, warehousemen, crane operators, watchmen, carpenters, ship cleaners, surveyors and all independent contractors, inclusive of all persons providing any service whatsoever. In contracting for the foregoing exemptions, limitations of and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to the contract evidenced by this Bill of Lading, regardless for whom acting or by whom retained and paid, it being always understood

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that said beneficiaries are not entitled to any greater or further exemptions, limitations of or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

c) The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea or air transport and to arrange participation by other carriers to accomplish the total or any part of the carriage from Port of Loading to Port of Discharge or from Place of Receipt to Place of Delivery, or any combination thereof, except as may be otherwise provided herein.

d) The Merchant agrees that the Carrier shall be deemed to be a beneficiary of the actual ocean carrier's bill of lading and of all exemptions, limitations of and exonerations from liability therein contained even though the Carrier acts as agent of the Merchant in contracting with the actual ocean carrier for the Carriage of the Goods. Notwithstanding, under no circumstances shall the Carrier be responsible for any damages to an extent greater than the actual ocean carrier or any beneficiaries of its bill of lading.

e) No agent or servant of the Carrier or other person or class named in subdivision b) hereof shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of the Carrier having actual authority to bind the Carrier to such waiver or variation.

7. MERCHANT'S RESPONSIBILITIES / DESCRIPTION OF GOODS

a) The description and particulars of the Goods set out on the face hereof and any description, particular or other representation appearing on the Goods, Container or other packages or documents relating thereto are furnished by the Merchant, and the Merchant warrants to the Carrier that the description, particulars and any representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

b) The Merchant warrants that it has complied with all applicable laws, regulations and requirements of Customs, Port and other Authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particular relative to the Goods.

c) The Merchant further warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

d) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's prior express consent in writing and without the Container or other covering in which the Goods are to be transported being distinctly marked on the outside thereof so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and

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requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

e) The Merchant shall be liable for all loss or damage of any kind whatsoever. Including but not limited to contamination, soiling, detention and demurrage before, during and after the Carriage of property (including but not limited to Containers) of the Carrier or any person or vessel (other than the Merchant) caused by the Merchant or any person acting on its behalf or for which the Merchant is otherwise responsible.

f) The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier, and the Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, recoopering, baling, reconditioning of the Goods and gathering of loose contents, also for expenses for repairing Containers damaged while in the possession of the Merchant, for demurrage on Containers and any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier, Vessel, Goods, Containers or other packages and for any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of Containers or other packages or description of the contents, failure of the Merchant to procure consular, Board of Health or other certificates to accompany the Goods or to comply with laws or regulations or any kind imposed with respect to the Goods by the authorities at any port of place or any act or omission of the Merchant. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

g) The Merchant shall defend, indemnify and hold harmless the Carrier, any Participating carrier, independent contractor, their agents and servants, against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7. or from any cause in connection with the Goods for which the Carrier is not ultimately responsible.

8. CONTAINERS.

a) Goods may be stowed by the Carrier in or on Containers, and may be stowed with other goods. Containers, whether stowed by the Carrier or received fully stowed, may be carried on or under deck without notice, and the Merchant expressly agrees that cargo stowed in a Container and carried on deck is considered for all legal purposes to be cargo stowed under deck. Goods stowed in Containers on deck shall be subject to the legislation referred to in Clause 4. hereof and will contribute in General Average and receive compensation in General Average, as the case may be.

b) The Terms and Conditions of this Bill of Lading shall govern the responsibility of the Carrier with respect to the supply of a Container to the Merchant.

c) If a Container has been stuffed by or on behalf of

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the Merchant, the Carrier, any Participating Carrier, all independent contractors and all persons rendering any service whatsoever hereunder shall not be liable for any loss or damage to the Goods, Containers or other packages or to any other goods caused (1) by the manner in which the Container has been stuffed and its contents secured, (2) by the unsuitability of the Goods for carriage in Containers or for the type of Container requested by and furnished to the Merchant, or (3) condition of the Container furnished, which the Merchant acknowledges has been inspected by it or on its behalf before stuffing and sealing.

d) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by a), b) and c) above.

9. CONTAINERS WITH HEATING OR REEFER APPARATUS. Containers with temperature or atmosphere control apparatus for heating, refrigeration, ventilation or otherwise will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may entail increased Charges. In the absence of an express request, it shall be conclusively presumed that the use of a dry container is appropriate for the Goods.

Merchant must provide Carrier with desired temperature range in writing at time of booking and insert same on the face side of the Bill of Lading, and where so provided, Carrier is to exercise due diligence to maintain the temperature within a reasonable range while the Containers are in its care, custody and/or control or that of any Participating carrier or independent contractor. The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers not owned or leased by Carrier or for latent defects not discoverable by the exercise of due diligence.

Where the Container is stuffed or partially stuffed by or on behalf of the Merchant, the Merchant warrants that it has properly pre-cooled the Container, that the Goods have been properly stuffed and secured within the Container and that the temperature controls have been properly set prior to delivery of the Container to the Carrier, its agents, servants, or any Participating carrier or independent contractor. The Merchant accepts responsibility for all damage or loss of whatsoever nature resulting from a breach of any of these warranties, including but not limited to other cargo consolidated in the Container with the Merchant's Goods or to any other cargo, property or person damaged or injured as a result thereof, and the Merchant agrees to defend, indemnify and hold the Carrier, Participating carriers and independent contractors, their agents and servants, harmless from and against all claims, suits, proceedings and all other consequences thereof regardless of their nature and merit.

10. CARRIER'S EQUIPMENT: INDEMNITY. Whenever the Merchant, or an agent, servant, contractor or anyone else acting on its behalf, directly or indirectly, takes possession of or exercises control over a Container and/or any equipment whatsoever owned or leased by, or the use of which is provided to, the Carrier, any Participating Carrier, their agents, servants or independent contractors, the Merchant

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agrees to defend, indemnify and hold harmless the Carrier, any Participating Carrier, their agents, servants and independent contractors from and against any loss or damage to said Container and equipment, as well as to any third-party property, and for any injury to or death of persons arising out of the use of said Container and equipment.

11. OPTION OF INSPECTION. The Carrier and any Participating carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense, the Carrier and Participating carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to continue the Carriage or to store the Goods, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional Charges so incurred.

12. DECK CARGO. Deck cargo (except that carried in Containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals), and the Carrier will not in any event be liable for any loss or damage for or from which he is exempt, immune or exonerated by applicable law, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the Merchant. Except as may be otherwise provided, such shipments shall be deemed Goods and shall be subject to all Terms and Conditions of this Bill of Lading.

13. METHODS AND ROUTES OF TRANSPORTATION. With respect to the Goods or Containers or other packages, the Carrier may at any time and without notice to the Merchant:

- a) use any means of transport (water, land and/or air) or storage whatsoever;
- b) forward, transship or retain on board or carry on another vessel or conveyance or by any other means of transport than that named on the reverse side hereof;
- c) carry Goods on or under deck at its option;
- d) proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route or in or out of geographical rotation;
- e) proceed to or stay at any place whatsoever once or more often and in any order or omit calling at any port, whether scheduled or not;
- f) store, vanned or devanned, at any place whatsoever, ashore or afloat, in the open or covered;
- g) proceed with or without pilots;
- h) carry livestock, contraband, explosives, munitions, warlike stores, dangerous or hazardous goods or goods of any and all kinds;
- i) drydock or stop at any unscheduled or unadvertised port for bunkers, repairs or for any purpose whatsoever;
- j) discharge and require the Merchant to take delivery, vanned or devanned;
- k) comply with any orders, directions or recommendations given by any government or authority or by any person or

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body acting or purporting to act with the authority of any government or authority or having under the terms of the insurance on the vessel or other conveyance employed by the Carrier the right to give such orders, directions or recommendations.

1) take any other steps or precautions as may appear reasonable to the Carrier under the circumstances.

The liberties set out in subdivisions a) through l) may be invoked for any purpose whatsoever even if not connected with the Carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

14. MATTERS AFFECTING PERFORMANCE. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of, during or after the Carriage, which in the judgment of the Carrier is likely to give rise to any hindrance, risk, capture, seizure, detention, damage, delay, difficulty or disadvantage or loss to the Carrier or any part of the Goods, or make it unsafe, imprudent, impracticable or unlawful for any reason to receive, keep, load, carry or discharge them or any part of them or commence or continue the Carriage or disembark passengers at the port of Discharge or at the usual or intended place of discharge or delivery, or to give rise to danger, delay or difficulty of whatsoever nature in proceeding by the usual or intended route, the Carrier and any Participating carrier, without notice to the Merchant, may decline to receive, keep, load, carry or discharge the Goods, or may discharge the Goods and may require the Merchant to take delivery and, upon failure to do so, may warehouse them at the risk and expense of the Merchant and Goods or may forward or transship them as provided in this Bill of Lading, or the Carrier may retain the Goods on board until the return of the Vessel to the Port of Loading or to the Port of Discharge or any other point or until such time as the Carrier deems advisable and thereafter discharge them at any place whatsoever. In such event, as herein provided, such shall be at the risk and expense of the Merchant and Goods, and such action shall constitute complete delivery and performance under this contract, and the Carrier shall be free from any further responsibility. For any service rendered as herein above provided or for any delay or expense to the Carrier or Vessel caused as a result thereof, the Carrier shall, in addition to full Charges, be entitled to reasonable extra compensation, and shall have a lien on the Goods for same. Notice of disposition of the Goods shall be sent to the Merchant named in this Bill of Lading within a reasonable time thereafter.

All actions taken by the Carrier hereunder shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

15. DELIVERY. If delivery of the Goods or Containers or other packages or any part thereof is not taken by the Merchant when and where and at such time and place as the

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Carrier is entitled to have the Merchant take delivery, whether or not the Goods are damaged, they shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or, if containerized, devanned and sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods.

If the Goods are stowed within a Container owned or leased by the Carrier, the Carrier shall be entitled to devan the contents of any such Container, whereupon the Goods shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods.

At ports or places where by local law, authorities or custom, the Carrier is required to discharge cargo to lighters or other craft or where it has been so agreed or where wharves are not available which the Vessel can get to, be at, lie at, or leave, always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely to delay the Vessel, the Merchant shall promptly furnish lighters or other craft to take delivery alongside the Vessel at the risk and expense of the Goods. If the Merchant fails to provide such lighters or other craft, Carrier, acting solely as agent for the Merchant, may engage such lighters or other craft at the risk and expense of the Merchant and Goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of Carrier with respect to the Goods shall thereupon terminate.

16. CHARGES, INCLUDING FREIGHT. The Charges payable hereunder have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall, at any time, be entitled to inspect, reweigh, remeasure or revalue the contents and, if any of the particulars furnished by the Merchant are found to be incorrect, the Charges shall be adjusted accordingly, and the Merchant shall be responsible to pay the correct Charges and all expenses incurred by the Carrier in checking said particulars or any of them.

Charges shall be deemed earned on acceptance of the Goods or Containers or other packages for shipment by the Carrier and shall be paid by the Merchant in full, without any offset, counterclaim or deduction, cargo and/or vessel or other conveyance lost or not lost, and shall be non-returnable in any event.

The Merchant shall remain responsible for all Charges, regardless whether the Bill of Lading states, in words or symbols, that it is "Prepaid," "To be Prepaid" or "Collect."

In arranging for any services with respect to the Goods, the Carrier shall be considered the exclusive agent of the Merchant for all purposes, and any payment of Charges to other than the Carrier shall not, in any event, be considered payment to the Carrier.

The Merchant shall defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage and expense which may be sustained



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or incurred relative to the above.

17. CARRIER'S LIEN. The Carrier shall have a lien on the Goods, inclusive of any Container owned or leased by the Merchant, and all equipment and appurtenances thereto, as well as on any Charges due any person, and on any documents relating thereto, which lien shall survive delivery, for all sums due under this contract or any other contract or undertaking to which the Merchant was party or otherwise involved, including, but not limited to, General Average contributions, salvage and the cost of recovering such sums, inclusive of attorneys' fees. Such lien may be enforced by the Carrier by public or private sale at the expense of and without notice to the Merchant.

The Merchant agrees to defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage or expense which may be sustained or incurred by the Carrier relative to the above and the Merchant agrees to submit to the jurisdiction of any court, tribunal or other body before whom the Carrier may be brought, whether said proceeding is of a civil or criminal nature.

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

19. GENERAL AVERAGE

a) If General Average is declared, it shall be adjusted according to the York/Antwerp Rules of 1994 and all subsequent amendments thereto from time to time made, at any place at the option of any person entitled to declare General Average, and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein, and the Merchant shall provide such security as may be required in this connection.

b) Notwithstanding a) above, the Merchant shall defend, indemnify and hold harmless the Carrier and any Participating carrier, their agents and servants, in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made against the Carrier and/or any Participating carrier and shall provide such security as may be required by the Carrier in this connection.

c) Neither the Carrier nor any Participating carrier shall be under any obligation to take any steps whatsoever to post security for General Average or to collect security for General Average contributions due to the Merchant.

20. LIMITATION OF LIABILITY. Except as otherwise provided in this Clause or elsewhere in this Bill of Lading, in case of any loss or damage to or in connection with cargo exceeding in actual value the equivalent of \$500 lawful money of the United States, per package, or in case of cargo not shipped in packages, per shipping unit, the value of the cargo shall be deemed to be \$500 per package or per shipping

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unit. The Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per shipping unit or pro rata in case of partial loss or damage, unless the nature of the cargo and valuation higher than \$500 per package or per shipping unit shall have been declared by the Merchant before shipment and inserted in this Bill of Lading, and extra freight paid if required. In such case, if the actual value of the cargo per package or per shipping unit shall exceed such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value.

The words "shipping unit" shall mean each physical unit (e.g., container, bundle, pallet, etc.) or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except cargo shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight and related charges.

As to cargo shipped in bulk, the limitation applicable thereto shall be the limitation provided in Section 1304(5) of COGSA, or such other legislation, convention or law as may be compulsorily applicable, and in no event shall anything herein be construed as a waiver of limitation as to cargo shipped in bulk.

Where a Container is not stuffed by or on behalf of the Carrier or the parties characterize the Container as a package or a lump sum freight is assessed, in any of these events, each individual such Container, including in each instance its contents, shall be deemed a single package and Carrier's liability limited to \$500 with respect to each such package, except as otherwise provided in this Clause or elsewhere in this Bill of Lading with respect to each such package. In the event this provision should be held invalid during that period in which compulsory legislation shall apply of its own force and effect, such as during the tackle-to-tackle period, it shall nevertheless apply during all non-compulsory periods such as, but not limited to, all periods prior to loading and subsequent to discharge from the Vessel and during the entire time for which the Carrier remains responsible for the goods. Where compulsorily applicable legislation provides a limitation less than \$500 per package or shipping unit, such lesser limitation shall apply and nothing herein contained shall be construed as a waiver of a limitation less than \$500.

Further, where a lesser monetary limitation is applicable, such as during handling by a Participating carrier or independent contractor and damage occurs during its or their period of care, custody, control and/or responsibility, the Carrier shall be entitled to avail itself of such lesser limitation

21. NOTICE OF CLAIM: TIME FOR SUIT. As to any loss or damage presumed to have occurred during the Carrier's period of responsibility, the Carrier must be notified in writing of any such loss or damage or claim before or at the time of discharge/removal of the Goods by the Merchant or, if the loss or damage is not then apparent, within 3 consecutive days after discharge/delivery or the date when the Goods should have been discharged/delivered. If not so notified, discharge, removal or delivery, depending upon the law applicable, shall be prima facie evidence of discharge/

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delivery in good order by the Carrier of such Goods.

In any event, the Carrier shall be discharged from all liability of whatsoever nature unless suit is brought within 1 year after delivery of the Goods or the date when the Goods should have been delivered, provided however, that if any claim should arise during a part of the transport which is subject by applicable law and/or tariff and/or contract to a shorter period for notice of claim or commencement of suit, any liability whatsoever of the Carrier shall cease unless proper claim is made in writing and suit is brought within such shorter period.

Suit shall not be deemed "brought" unless jurisdiction shall have been obtained over the Carrier by service of process or by an agreement to appear. In the event this provision should be held invalid during that period in which compulsory legislation shall apply of its own force and effect, such as during the tackle-to-tackle period, it shall nevertheless apply during all non-compulsory periods during which the Carrier remains responsible for the Goods.

Governing Law shall be in accordance with Clause 4. hereof.

22. JURISDICTION. All disputes of whatsoever nature under or in connection with this Bill of Lading shall be determined by the Southern District of New York to the exclusion of any other court PROVIDED ALWAYS that the Carrier may in its absolute and sole discretion invoke or voluntarily submit to the jurisdiction of any other court which, but for the terms of this Bill of Lading, could properly assume jurisdiction to hear and determine such disputes, but such shall not constitute a waiver of the terms of this provision in any other instance.

23. NON-WAIVER AND SEPARABILITY. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or any defense, immunity, exemption, limitation of or exoneration from liability contained in the laws of the United States, or of any other country whose laws may be applicable. The Terms and Conditions of this Bill of Lading (including all the terms and conditions of the carrier's applicable tariff or tariffs, incorporated herein by virtue of Clause 2. above) shall be separable, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

24. AFFILIATION. Unless otherwise agreed in writing, the Non-Vessel Operating Common Carrier (NVOCC), may assign or delegate its rights or obligations under this Contract of Carriage to any of its affiliated entities under common ownership.

Rule 8-B BILL(S) OF LADING - IMPORT

effective date = 16Oct2019

COMBINED TRANSPORT BILL OF LADING  
Adopted by The Baltic and International Maritime Coun  
in January 1971 (as revised 1995)  
Code Name: "COMBICONBILL"

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I. GENERAL PROVISIONS

1. Applicability.

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

2. Definitions.

"Carrier" means the party on whose behalf this Bill of Lading has been signed.

"Merchant" includes the Shipper, the Receiver, the Consignee, the holder of this Bill of Lading and the owner of the goods.

3. Carrier's Tariff.

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

4. Time Bar.

All liability whatsoever of the Carrier shall cease unless suit is brought within 9 months after delivery of the goods or the date when the goods should have been delivered.

5. Law and Jurisdiction.

Disputes arising under this Bill of Lading shall be determined by the courts and in accordance with the law at the place where the Carrier has his principal place of business.

II. PERFORMANCE OF THE CONTRACT

6. Methods and Routes of Transportation.

(1) The Carrier is entitled to perform the transport and services related thereto in any reasonable manner and by a reasonable means, methods and routes.

(2) In accordance herewith, for instance, in the event of carriage by sea, vessels may sail with or without pilots, repairs, adjust equipment, drydock and tow vessels in all situations.

7. Optional Stowage.

(1) Goods may be stowed by the Carrier by means of containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate goods.

(2) Containers, trailers, transportable tanks and cover flats, whether stowed by the Carrier or received by him in stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.

8. Hindrances etc, Affecting Performance.

(1) The Carrier shall use reasonable endeavours to complete the transport and to deliver the goods at the place designated for delivery.

(2) If at any time the performance of the contract as evidenced by this Bill of Lading is or will be affected by hindrance, risk, delay, difficulty or disadvantage of what

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kind, and if by virtue of sub-clause 8 (1) the Carrier has duty to complete the performance of the contract, the Carrier (whether or not the transport is commenced) may elect to:

- (a) treat the performance of this Contract as terminate place the goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient; or
- (b) deliver the goods at the place designated for delivery
- (3) If the goods are not taken delivery of by the Merchant within a reasonable time after the Carrier has called upon to take delivery, the Carrier shall be at liberty to put the goods in safe custody on behalf of the Merchant at the latter's expense,
- (4) In any event the Carrier shall be entitled to full compensation for goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

III. CARRIER'S LIABILITY

9. Basic Liability.

(1) The Carrier shall be liable for loss of or damage to goods occurring between the time when he receives the goods from his charge and the time of delivery.

(2) The Carrier shall be responsible for the acts and omissions of any person of whose services he makes use for performance of the contract of carriage evidenced by this Bill of Lading.

(3) The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

- (a) The wrongful act or neglect of the Merchant.
- (b) Compliance with the instructions of the person entitled to give them.
- (c) The lack of, or defective conditions of packing in case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed.
- (d) Handling, loading, stowage or unloading of the goods on behalf of the Merchant.
- (e) Inherent vice of the goods.
- (f) Insufficiency or inadequacy of marks or numbers on goods, covering, or unit loads.
- (g) Strikes or lock-outs or stoppages or restraints of work from whatever cause whether partial or general.
- (h) Any cause or event which the Carrier could not avoid the consequence whereof he could not prevent by the exercise of reasonable diligence.

(4) Where under sub-clause 9 (3) the Carrier is not under liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this Clause have contributed to the loss or damage.

(5) The burden of proving that the loss or damage was due to one or more of the causes or events, specified in (a), (b), (c), (d), (e), (f), (g) or (h) of sub-clause 9 (3) shall rest upon the Carrier.

(6) When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events, specified in (c) to (g) of sub-clause 9(3), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of the causes or events.

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10. Amount of Compensation

(1) When the Carrier is liable for compensation in respect of loss of or damage to the goods, such compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered.

(2) The value of the goods shall be fixed according to commodity exchange price or, if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal price of goods of the same kind and quality.

(3) Compensation shall not, however, exceed two Special Drawing Rights per kilogramme of gross weight of the goods or damaged.

(4) Higher compensation may be claimed only when, with the consent of the Carrier, the value for the goods declared by the Shipper which exceeds the limits laid down in this Clause has been stated on the face of this Bill of Lading at the place indicated. In that case the amount of the declared value shall be substituted for that limit.

11. Special Provisions for Liability and Compensation

(1) Notwithstanding anything provided for in Clauses 9 of this Bill of Lading, if it can be proved where the loss or damage occurred, the Carrier and the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law, which provisions:

(a) cannot be departed from by private contract, to the detriment of the claimant, and

(b) would have applied if the Merchant had made a separate direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.

(2) insofar as there is no mandatory law applying to carriage by sea by virtue of the provisions of sub-clause 11 (1), the liability of the Carrier in respect of any carriage by sea shall be determined by the International Brussels Convention 1924 amended by the Protocol signed at Brussels on February 23rd - The Hague/Visby Rules. The Hague/Visby Rules shall also determine the liability of the Carrier in respect of carriage inland waterways as if such carriage were carriage by sea. Furthermore they shall apply to all goods, whether carried on deck or under deck.

12. Delay, Consequential Loss, etc.

If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to goods, the liability of the Carrier shall be limited to the freight for the transport covered by this Bill of Lading, the value of the goods as determined in Clause 10, whichever is the lesser.

13. Notice of Loss of or Damage to the Goods

(1) Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the Merchant to the Carrier when the goods are

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over to the Merchant, such handing over is prima facie evidence of the Delivery by the Carrier of the goods as described in the Bill of Lading.

(2) Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within three (3) consecutive days after the day when the goods were handed over to the Merchant.

14. Defences and Limits for the Carrier, Servants, etc.

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

(2) The Carrier shall not be entitled to the benefit of limitation of liability provided for in sub-clause 10 (3), if it is proved that the loss or damage resulted from a personal omission of the Carrier done with intent to cause such loss or damage or recklessly and with knowledge that damage would probably result.

(3) The Merchant undertakes that no claim shall be made against any servant, agent or other persons whose services the Carrier has used in order to perform this Contract and if a claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(4) However, the provisions of this Bill of Lading shall apply whenever claims relating to the performance of this Contract are made against any servant, agent or other person whose services the Carrier has used in order to perform this Contract, whether such claims are founded in contract or in tort. In entering into this Contract, the Carrier, to the extent of such provisions, does so not only on his own behalf but also as agent or trustee for such persons. The aggregate liability of the Carrier and of such persons shall not exceed the limits in Clauses 10, 11 and 12 respectively.

IV. DESCRIPTION OF GOODS

15. Carrier's Responsibility.

The information in this Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the goods described by such information unless a contrary indication as "shipper's weight, load and count", "Shipper-packed contents" or similar expressions, have been made in the printed text superimposed on the Bill of Lading. Proof to the contrary shall not be admissible when the Bill of Lading has been transferred or the equivalent electronic data interchange message has been transmitted to and acknowledged by the Consignee who in good faith has relied and acted thereon.

16. Shipper's Responsibility.

The Shipper shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier, of the description of the goods, marks, number, quantity and weight, as furnished by him, and the Shipper shall defend, indemnify and hold harmless the Carrier against all loss, damages and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Shipper. The Shipper shall remain liable even if the Bill of Lading has been transferred by him.

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17. Shipper-packed Containers, etc.

(1) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:

- (a) negligent filling, packing or stowing of the container
- (b) the contents being unsuitable for carriage in the container
- (c) the unsuitability or defective condition of the container unless the container has been supplied by the Carrier; the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed

(2) The provisions of sub-clause (1) of this Clause also apply with respect to trailers, transportable tanks, flats and packages which have not been filled, packed or stowed by the Carrier

(3) The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

18. Dangerous Goods.

(1) The Merchant shall comply with all internationally recognised requirements and all rules which apply according to national law or by reason of international Convention, relating to the carriage of goods of a dangerous nature, and shall in every event inform the Carrier in writing of the exact nature of the danger before goods of a dangerous nature are taken into cargo by the Carrier and indicate to him, if need be, the precautions to be taken.

(2) Goods of a dangerous nature which the Carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed or rendered harmless, without compensation; further, the Merchant shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

(3) If any goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to any person or property, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except General Average, if any.

19. Return of Containers

(1) For the purpose of this Clause the Consignor shall mean the person who concludes this Contract with the Carrier and the Consignee shall mean the person entitled to receive the goods from the Carrier.

(2) Containers, pallets or similar articles of transport equipment supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, within the time prescribed in the Carrier's tariff or else

- (3) (a) The Consignor shall be liable for any loss of, damage to, or delay, including demurrage, of such articles incurred during the period between handing over to the Consignor and return to the Carrier for carriage
- (b) The Consignor and the Consignee shall be jointly and severally liable for any loss of, damage to, or delay, including demurrage, of such articles, incurred during the period between handing over to the Consignee



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return to the Carrier.

V. FREIGHT AND LIEN

20. Freight.

(1) Freight shall be deemed earned when the goods have taken in charge by the Carrier and shall be paid in any event.

(2) The Merchant's attention is drawn to the stipulation concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation as to devaluation exists, the following shall apply:

If the currency in which freight and charges are quoted is devalued between the date of the freight agreement and date when the freight and charges are paid, then all freight charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.

(3) For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of containers, trailers or similar articles of transport inspected in order to ascertain the weight, measurement, value, or nature of the goods.

21. Lien.

The carrier and his agent (as named on the reverse side of this document) shall have a lien on the goods and any documents relating thereto, for any amount due to them, at any time when the merchant is liable to the carrier for the goods, and may enforce such lien in any reasonable manner including sale or disposal of the goods.

VI. MISCELLANEOUS PROVISIONS

22. General Average

(1) General Average shall be adjusted at any port or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 1994, or any modification thereof, this covering all goods, whether carried on or under deck. The Jason Clause as approved by BIMCO to be considered as incorporated herein.

(2) Such security including a cash deposit as the Carrier deems sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the goods.

23. Both-to-Blame, Collision Clause.

The Both-to-Blame Collision Clause as adopted by BIMCO shall be considered incorporated herein.

24. U.S. Trade

(1) In case the contract evidenced by this Bill of Lading is subject to the Carriage of Goods by Sea Act of the United States of America, 1936 (U.S. COGSA), then the provisions stated in said Act shall govern before loading and after discharge and throughout the entire time the goods are in the Carrier's custody.

(2) If the U.S. COGSA applies, and unless the nature and value of the goods have been declared by the shipper before the goods have been handed over to the Carrier and inserted in this Bill of Lading, the Carrier shall in no event be or become liable for loss of or damage to the goods in an amount exceeding USD

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package or customary freight unit.

25. Affiliation.

Unless otherwise agreed in writing, the Non-Vessel Operating Common Carrier (NVOCC), may assign or delegate its rights or obligations under this Contract of Carriage to any of its affiliated entities under common ownership.

Rule 9 FREIGHT FORWARDER COMPENSATION

effective date = 01Jul2017

A. Payments of Compensation

1. Compensation to a licensed ocean freight forwarder will be paid on the ocean segment of the transportation only to the extent of the value rendered in connection with any shipment dispatched on behalf of others when, and only when, such forwarder is licensed with the Federal Maritime Commission Commission under the Shipping Act, 1984, and has performed with respect to such shipment the solicitation and secure-in of the cargo or the booking thereof, or otherwise has arranged for space for such cargo and has performed at least two of the following services.
  - (a) The coordination of the movement of the cargo.
  - (b) The preparation and processing of the ocean Bill of Lading.
  - (c) The preparation and processing of dock receipts and delivery orders.
  - (d) The preparation and processing of consular documents and export declarations; and
  - (e) The payment of ocean freight charges on such shipments.

B. Rates of Compensation

1. Such compensation shall be based on percentage of the tariff rate for the commodity involved.
2. The applicable percentage shall be as shown below:  
(From/Via all Origins To/Via all Destinations)

LCL	FCL
---	---
5%	1.25%

3. Exceptions - 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 filing requirements of the Shipping Act, 1984.
  - (d) Military Sealift Command or Military Traffic Management Command cargoes.
  - (e) Terminal Handling Charge, Bunker Adjustment Factor, Currency Adjustment Factor or any surcharge named in the tariff.

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Rule 10        SURCHARGES AND ARBITRARIES

effective date   = 01Jul2017

              Please refer to the following sub-rules.

Rule 10-A     RESERVED - LOW SULFUR SURCHARGE (LSS)

effective date   = 01Jul2020

              This rule intentionally left blank.

Rule 10-B     BUNKER ADJUSTMENT FACTOR (BAF)

effective date   = 01Apr2021

              Except as otherwise provided, a Bunker Adjustment Factor (BAF) shall apply as follows:

US EXPORT CARGO  
=====

AFRICA

DRY:	PC20:	\$ 86
	PC40/40HC/45:	\$ 172
REEFER:	PC20:	\$ 129
	PC40/40HC/45:	\$ 258
LCL (MINIMUM 1 REVENUE TON): \$4/WM		

ASIA (FAR EAST, INDIA SUB-CONTINENT, OCEANIA)

DRY:	PC20:	\$ 77
	PC40/40HC/45:	\$ 154
REEFER:	PC20:	\$ 116
	PC40/40HC/45:	\$ 231
LCL (MINIMUM 1 REVENUE TON): \$4/WM		

EUROPE (NORTH, MEDITERRANEAN)

DRY:	PC20:	\$ 60
	PC40/40HC/45:	\$ 120
REEFER:	PC20:	\$ 90
	PC40/40HC/45:	\$ 180
LCL (MINIMUM 1 REVENUE TON): \$3/WM		

MIDDLE EAST

DRY:	PC20:	\$ 86
	PC40/40HC/45:	\$ 172
REEFER:	PC20:	\$ 129
	PC40/40HC/45:	\$ 258
LCL (MINIMUM 1 REVENUE TON): \$4/WM		

SOUTH AMERICA (CENTRAL, CARIBBEAN)

DRY:	PC20:	\$ 129
	PC40/40HC/45:	\$ 258
REEFER:	PC20:	\$ 193
	PC40/40HC/45:	\$ 387
LCL (MINIMUM 1 REVENUE TON): \$6/WM		

SOUTH AMERICA (EAST COAST)

DRY:	PC20:	\$ 193
	PC40/40HC/45:	\$ 386

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REEFER: PC20: \$ 290  
PC40/40HC/45: \$ 579  
LCL (MINIMUM 1 REVENUE TON): \$8/WM

SOUTH AMERICA (WEST COAST)

DRY: PC20: \$ 193  
PC40/40HC/45: \$ 386  
REEFER: PC20: \$ 290  
PC40/40HC/45: \$ 579  
LCL (MINIMUM 1 REVENUE TON): \$8/WM

US IMPORT CARGO

=====

AFRICA

DRY: PC20: \$ 473  
PC40/40HC/45: \$ 946  
REEFER: PC20: \$ 709  
PC40/40HC/45: \$1419  
LCL (MINIMUM 1 REVENUE TON): \$19/WM

ASIA (FAR EAST, INDIA SUB-CONTINENT, OCEANIA)

TO US EAST AND GULF COASTS  
DRY: PC20: \$1656  
PC40 \$1840  
PC40HC \$2070  
PC45 \$2329  
REEFER: PC20: \$2484  
PC40: \$3105  
PC40HC: \$3105  
LCL (MINIMUM 1 REVENUE TON): \$41/WM

TO US IPI VIA WEST COAST

DRY: PC20: \$1381  
PC40 \$1534  
PC40HC \$1726  
PC45 \$1944  
REEFER: PC20: \$2072  
PC40: \$2589  
PC40HC: \$2589  
LCL (MINIMUM 1 REVENUE TON): \$35/WM

TO US WEST COAST

DRY: PC20: \$ 925  
PC40 \$1028  
PC40HC \$1156  
PC45 \$1301  
REEFER: PC20: \$1388  
PC40: \$1734  
PC40HC: \$1734  
LCL (MINIMUM 1 REVENUE TON): \$23/WM

EUROPE (NORTH)

TO US EAST AND GULF COAST  
DRY: PC20: \$ 215  
PC40/40HC/45: \$ 430  
REEFER: PC20: \$ 322  
PC40/40HC/45: \$ 645  
LCL (MINIMUM 1 REVENUE TON): \$9/WM  
TO US WEST COAST  
DRY: PC20: \$ 322

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PC40/40HC/45: \$ 644  
REEFER: PC20: \$ 484  
PC40/40HC/45: \$ 966  
LCL (MINIMUM 1 REVENUE TON): \$13/WM

MEDITERRANEAN (ADRIATIC, WEST)  
TO US EAST AND GULF COAST  
DRY: PC20: \$ 215  
PC40/40HC/45: \$ 430  
REEFER: PC20: \$ 322  
PC40/40HC/45: \$ 645  
LCL (MINIMUM 1 REVENUE TON): \$9/WM  
TO US WEST COAST  
DRY: PC20: \$ 322  
PC40/40HC/45: \$ 644  
REEFER: PC20: \$ 484  
PC40/40HC/45: \$ 966  
LCL (MINIMUM 1 REVENUE TON): \$13/WM

MEDITERRANEAN (EAST)  
TO US EAST COAST  
DRY: PC20: \$ 215  
PC40/40HC/45: \$ 430  
REEFER: PC20: \$ 322  
PC40/40HC/45: \$ 645  
LCL (MINIMUM 1 REVENUE TON): \$9/WM  
  
TO US WEST COAST  
DRY: PC20: \$ 387  
PC40/40HC/45: \$ 774  
REEFER: PC20: \$ 580  
PC40/40HC/45: \$1161  
LCL (MINIMUM 1 REVENUE TON): \$16/WM

MIDDLE EAST  
DRY: PC20: \$ 434  
PC40/40HC/45: \$ 868  
REEFER: PC20: \$ 651  
PC40/40HC/45: \$1302  
LCL (MINIMUM 1 REVENUE TON): \$18/WM

SOUTH AMERICA (INCL. MEXICO)  
DRY: PC20: \$ 331  
PC40/40HC/45: \$ 662  
REEFER: PC20: \$ 496  
PC40/40HC/45: \$ 993  
LCL (MINIMUM 1 REVENUE TON): \$14/WM

Rule 10-B BUNKER ADJUSTMENT FACTOR (BAF)

effective date = 04Jul2021

Except as otherwise provided, a Bunker Adjustment Factor (BAF) shall apply as follows:

US EXPORT CARGO  
=====

AFRICA  
DRY: PC20: \$ 99  
PC40/40HC/45: \$ 198  
REEFER: PC20: \$ 148

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PC40/40HC/45: \$ 297  
LCL (MINIMUM 1 REVENUE TON): \$4/WM

ASIA (FAR EAST, INDIA SUB-CONTINENT, OCEANIA)  
DRY: PC20: \$ 89  
PC40/40HC/45: \$ 178  
REEFER: PC20: \$ 134  
PC40/40HC/45: \$ 267  
LCL (MINIMUM 1 REVENUE TON): \$4/WM

EUROPE (NORTH, MEDITERRANEAN)  
DRY: PC20: \$ 69  
PC40/40HC/45: \$ 138  
REEFER: PC20: \$ 104  
PC40/40HC/45: \$ 207  
LCL (MINIMUM 1 REVENUE TON): \$3/WM

MIDDLE EAST  
DRY: PC20: \$ 99  
PC40/40HC/45: \$ 198  
REEFER: PC20: \$ 148  
PC40/40HC/45: \$ 297  
LCL (MINIMUM 1 REVENUE TON): \$4/WM

SOUTH AMERICA (CENTRAL, CARIBBEAN)  
DRY: PC20: \$ 148  
PC40/40HC/45: \$ 296  
REEFER: PC20: \$ 223  
PC40/40HC/45: \$ 444  
LCL (MINIMUM 1 REVENUE TON): \$6/WM

SOUTH AMERICA (EAST COAST)  
DRY: PC20: \$ 223  
PC40/40HC/45: \$ 446  
REEFER: PC20: \$ 334  
PC40/40HC/45: \$ 669  
LCL (MINIMUM 1 REVENUE TON): \$9/WM

SOUTH AMERICA (WEST COAST)  
DRY: PC20: \$ 223  
PC40/40HC/45: \$ 446  
REEFER: PC20: \$ 334  
PC40/40HC/45: \$ 669  
LCL (MINIMUM 1 REVENUE TON): \$9/WM

US IMPORT CARGO  
=====

AFRICA  
DRY: PC20: \$ 544  
PC40/40HC/45: \$1088  
REEFER: PC20: \$ 816  
PC40/40HC/45: \$1632  
LCL (MINIMUM 1 REVENUE TON): \$22/WM

ASIA (FAR EAST, INDIA SUB-CONTINENT, OCEANIA)  
TO US EAST AND GULF COASTS  
DRY: PC20: \$1906  
PC40 \$2118  
PC40HC \$2383  
PC45 \$2681

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REEFER: PC20: \$2859  
PC40: \$3574  
PC40HC: \$3574  
LCL (MINIMUM 1 REVENUE TON): \$48/WM

TO US IPI VIA WEST COAST  
DRY: PC20: \$1590  
PC40 \$1767  
PC40HC \$1988  
PC45 \$2238  
REEFER: PC20: \$2385  
PC40: \$2981  
PC40HC: \$2981  
LCL (MINIMUM 1 REVENUE TON): \$40/WM

TO US WEST COAST  
DRY: PC20: \$1065  
PC40 \$1183  
PC40HC \$1331  
PC45 \$1498  
REEFER: PC20: \$1598  
PC40: \$1997  
PC40HC: \$1997  
LCL (MINIMUM 1 REVENUE TON): \$27/WM

EUROPE (NORTH)  
TO US EAST AND GULF COAST  
DRY: PC20: \$ 247  
PC40/40HC/45: \$ 494  
REEFER: PC20: \$ 371  
PC40/40HC/45: \$ 741  
LCL (MINIMUM 1 REVENUE TON): \$10/WM

TO US WEST COAST  
DRY: PC20: \$ 371  
PC40/40HC/45: \$ 742  
REEFER: PC20: \$ 557  
PC40/40HC/45: \$1113  
LCL (MINIMUM 1 REVENUE TON): \$15/WM

MEDITERRANEAN (ADRIATIC, WEST)  
TO US EAST AND GULF COAST  
DRY: PC20: \$ 247  
PC40/40HC/45: \$ 494  
REEFER: PC20: \$ 371  
PC40/40HC/45: \$ 741  
LCL (MINIMUM 1 REVENUE TON): \$10/WM

TO US WEST COAST  
DRY: PC20: \$ 371  
PC40/40HC/45: \$ 742  
REEFER: PC20: \$ 557  
PC40/40HC/45: \$1113  
LCL (MINIMUM 1 REVENUE TON): \$15/WM

MEDITERRANEAN (EAST)  
TO US EAST COAST  
DRY: PC20: \$ 247  
PC40/40HC/45: \$ 494  
REEFER: PC20: \$ 371  
PC40/40HC/45: \$ 741

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LCL (MINIMUM 1 REVENUE TON): \$10/WM

TO US WEST COAST

DRY: PC20: \$ 445

PC40/40HC/45: \$ 890

REEFER: PC20: \$ 668

PC40/40HC/45: \$1335

LCL (MINIMUM 1 REVENUE TON): \$18/WM

MIDDLE EAST

DRY: PC20: \$ 500

PC40/40HC/45: \$1000

REEFER: PC20: \$ 750

PC40/40HC/45: \$1500

LCL (MINIMUM 1 REVENUE TON): \$20/WM

SOUTH AMERICA (INCL. MEXICO)

DRY: PC20: \$ 381

PC40/40HC/45: \$ 762

REEFER: PC20: \$ 572

PC40/40HC/45: \$1143

LCL (MINIMUM 1 REVENUE TON): \$16/WM

Rule 10-C PEAK SEASON SURCHARGE (PSS)

effective date = 15Aug2019

A Peak Season Surcharge (PSS) will apply as follows:

From: Asia and ISC

To: USA

LCL: \$18/WM Minimum 1 Revenue Ton

PC20: \$560

PC40: \$700

PC40HC: \$700

PC45: \$886

From: USA

To: ANGUILLA, ANTIGUA, BARBADOS, DOMINICA, GRENADA,  
JAMAICA, MONTSERRAT, SABA, ST. EUSTATUS, ST. KITTS,  
NEVIS, ST. LUCIA, ST. VINCENT, TRINIDAD, GUYANA, SURINAME,  
TURKS AND CAICOS, TORTOLA AND PUNTA GORDA

LCL: 10/WM, MINIMUM 1 REVENUE TON

PC20: \$200

PC40: \$400

PC40HC: \$400

PC45: \$450

Rule 10-D INTERMODAL DOOR PICK UP SURCHARGE

effective date = 04Aug2017

This surcharge will be applied to all US export cargos  
requiring an intermodal move from the customer's door.

Export Intermodal Door Pick Up Surcharge:  
USD 0.00 per container

Rule 10-E INTERMODAL DOOR DELIVERY SURCHARGE



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effective date = 04Aug2017

This surcharge will be applied to all US import cargos  
requiring an intermodal move to the customer's door.

Import Intermodal Door Delivery Surcharge:  
USD 0 per container

Rule 10-F    RESERVED - PORT CONGESTION SURCHARGE - DURBAN

effective date = 02Nov2017

Reserved

Rule 10-G    EMERGENCY BUNKER CHARGE (EBAF)

effective date = 01Jul2018

For all trades inbound and outbound of USA, an Emergency  
Bunker Surcharge will apply as follows:

PC: \$ 65 per 20' Container  
     \$130 per other Containers

LCL: \$2.50 per W/M

Rule 10-H    WAR RISK SURCHARGE (WRS)

effective date = 14Aug2019

A War Risk Surcharge will apply to all LCL shipments between  
the USA and Arabuian Gulf locations (Bahrain, Iraq, Kuwait,  
Oman, Qatar, Saudi Arabia, and UAE) as follows:

\$2/CBM, MINIMUM 1 CBM

Rule 10-I    RESERVED - CONTAINER IMBALANCE SURCHARGE

effective date = 12May2020

This rule intentionally left blank.

Rule 10-J    TRUCK LOADING CHARGE

effective date = 13May2021

A Truck Loading Charge will apply to all LCL cargo as  
follows:

All Origins Worldwide to All US Destinations

\$35/wm  
Minimum \$100, Maximum \$700

Rule 11      MINIMUM QUANTITY RATES

effective date = 01Jul2017

When two or more RATES 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

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shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the RATE 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 RATE if the weight or measurement declared for rating purposes is increased to the minimum level.

Rule 12 AD VALOREM RATES

effective date = 01Jul2017

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 herein.

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00, the Ad Valorem rate, specifically provided against the item, shall be three 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 TRANSSHIPMENT

effective date = 01Jul2017

Not applicable.

Rule 14 CO-LOADING IN FOREIGN COMMERCE

effective date = 01Jul2017

DEFINITION: Co-loading shall mean the combining of cargo, in the import and 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 tendering cargo for co-loading 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

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Bill of Lading to the tendering NVOCC for carriage of the co-load 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-load.

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.

PAYMENT OF FREIGHT CHARGES: Where carrier engages in co-loading, carrier will be responsible to pay any other common carrier's rate and charges in order to transport the shipper's cargo to its destination and there will be no additional charge assessed to the shipper.

Where carrier is the tendering NVOCC, carrier shall be responsible to the receiving NVOCC for payment of any charges for the transportation of the cargo.

Rule 15      OPEN RATES IN FOREIGN COMMERCE

effective date   = 01Jul2017

Not applicable.

Rule 16      HAZARDOUS CARGO

effective date   = 01Jul2017

A. These terms apply to all commodities which bear standard caution labels as required by the "Code of Federal Regulations".

B. Dangerous Cargo consists of those commodities which are required by the "Code of Federal Regulations" to be confined to on deck stowage only. Such commodities shall be assessed the Cargo, NOS rate, unless otherwise provided.

C. Hazardous Cargo consists of those commodities for which on deck stowage is not required and which may be stowed under deck in conformity with "Code of Federal Regulations". Such commodities shall be assessed the Cargo, NOS rate unless otherwise provided.

D. Carrier will hold shipper(s) solely responsible for any penalties and/or damages resulting from failure to comply with the foregoing.

E. All shipments tendered pursuant to this rule are subject to prior booking with the carrier and are governed by the International Maritime Dangerous Goods Code and Code of Federal Regulations Title 46 Part 146.25 and Title 49 Parts 100-199.

F. Included in the Foregoing are the regulations of the U.S. Department of Transportation set forth in 46 CFR 146.29, which specified that the following information requirements must accompany each shipment of hazardous goods from the U.S.

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1. A 24 Hour Telephone Number

It is required that the shipper provided on the shipper document (e.g. the Bill of Lading), a 24 hour emergency telephone number of a person or organization in foreign countries and in the U.S., having or having immediate access to, knowledge about the hazardous material and comprehensive emergency response and accident mitigation information for the material. The Carrier cannot accept shipments of chemicals and other hazardous materials which do not provide a 24 hour telephone number.

2. Emergency Response Measures to Accompany the Cargo

The following emergency response information must accompany each hazardous materials shipment and be kept with the vehicle/vessel operator:

- a description of the hazardous material
- immediate health hazard information and preliminary first aid measures
- immediate precautions and methods of handling spills, leaks and fires, etc.

3. NOS Shipments Must Show Technical Name.

NOS Descriptions of hazardous goods on the shipping paper must be accompanied by the chemical's technical name. Any fines or penalties incurred due to the failure of the shippers to conform to the regulations will be for the account of the shipper. In addition shipper shall indemnify and hold carrier harmless from and against any liability for damage to property or person arising from the ocean or inland transportation and handling of hazardous cargoes, except where such liability is the exclusive fault of the carrier.

Rule 17 GREEN SALTED HIDES IN FOREIGN COMMERCE

effective date = 01Jul2017

The shipping weight for green salted hides shall be either a scale weight or a scale weight minus deduction, which amount and method of computation are specified in the commodity description. The shipper must furnish Carrier a weight certificate or dock receipt from an inland common carrier for each shipment at or before the time the shipment is tendered for ocean transportation.

Rule 18 RETURNED CARGO IN FOREIGN COMMERCE

effective date = 01Jul2017

Freight on returned cargo will be charged at the tariff rate applicable to the original shipment current at the time of the returned shipment. At the discretion of the Carrier, goods which have not been used may be returned at not less than 50% of the rate applicable in the original direction at the time of the returned shipment but not less than a rate of \$100.00 per W/M.

Rule 19 SHIPPERS REQUESTS IN FOREIGN COMMERCE

effective date = 01Jul2017

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Shippers desiring to present requests or complaints should submit the same, in writing, to Carrier's office giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Carrier in order that full consideration may be given to the request or complaint, the Shipper will be notified.

All Shippers complaints and requests must be submitted in writing to Carrier's address as shown in the tariff at its website.

Rule 20      OVERCHARGE CLAIMS

effective date   = 01Jul2017

All billed charges, whether prepaid or collect, are subject to correction if the description furnished by the shipper or shippers is found to be in error or if the weights or measurements are found to be incorrect. 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 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 11(g) of the Shipping Act, 1984, within 3 years of the date the cause of action accrues.

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

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.

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Rule 21      USE OF CARRIER EQUIPMENT

effective date   = 01Jul2017

A. Except as otherwise provided, Free Time allowed and Detention Charges assessed will be for the account of the cargo and applied in accordance with the provisions of the underlying Vessel Operating Common Carrier tariff and Equipment Interchange Agreements.

B. Shipper Furnished Containers

Cargo shipped in shipper furnished containers (not owned or leased from carriers or affiliates) is allowed as follows:

In lieu of carrier owned or controlled containers, shippers may offer cargo for ocean transportation in shipper furnished containers subject to the following provisions:

1. Such containers must conform with definition as contained in Rule 28.
2. Such containers will be subject to inspection, approval and acceptance for carriage on Carrier's vessel prior to loading by Carrier's authorized personnel. Any container found to be unsuitable will not be accepted for carriage.
3. Each container and its cargo will be subject to all rates, rules and regulations of this tariff except equipment detention rules.
4. Such shipper furnished container will be accepted only for CY/CY carriage.

Rule 21-A    DETENTION AT USA DESTINATIONS

effective date   = 23Sep2020

FOR SHIPMENTS TO ALL USA DESTINATIONS, DETENTION FREE TIME WILL APPLY AS FOLLOWS:

DETENTION FREE TIME: 4 DAYS

AFTER FREE TIME EXPIRES:

DAYS 1-4: \$165/day  
DAYS 5-8: \$215/day  
DAYS 9+: \$250/day

Rule 22      AUTOMOBILE RATES (IN DOMESTIC OFFSHORE COMMERCE)

effective date   = 01Jul2017

Not applicable.

Rule 23      CARRIER TERMINAL RULES AND CHARGES

effective date   = 01Jul2017

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Please refer to the following sub-rules containing provisions and charges.

Rule 23-A TERMINAL HANDLING CHARGE (THC)

effective date = 01Jul2017

USA EXPORT CARGO:

-----  
Except as otherwise provided a Terminal Handling Charge (THC) shall apply as follows:

From/Via: U.S. All Ports & Points  
To/Via: Europe/UK/Scandinavia/Southern Europe  
LCL: \$ 25.00 / WM Minimum \$50.00  
PC20: \$ 420.00  
PC40/40HC/45: \$ 500.00

From/Via: U.S. All Ports & Points  
To/Via: Hong Kong/Indonesia/Japan/Korea/Malaysia/  
Philippines/Singapore/Taiwan/Thailand  
LCL: \$ 26.00 / WM Minimum \$50.00  
PC20: \$ 453.00  
PC40/40HC/45: \$ 520.00

From/Via: U.S. All Ports & Points  
To/Via: Mediterranean  
LCL: \$ 25.00 / WM Minimum \$50.00  
PC20: \$ 500.00  
PC40/40HC/45: \$ 600.00

From/Via: U.S. All Ports & Points  
To/Via: Africa  
LCL: \$ 25.00 / WM Minimum \$50.00  
PC20: \$ 390.00  
PC40/40HC/45: \$ 390.00

USA IMPORT CARGO:

-----  
Except as otherwise provided a Terminal Handling Charge (THC) shall apply as follows:

From/Via: Europe, Scandinavia, United Kingdom & Baltic  
Countries  
To/Via: U.S. All Ports & Points  
LCL: \$ 25.00 / WM Minimum \$50.00  
PC20: \$ 420.00  
PC40/40HC/45: \$ 500.00

From/Via: Mediterranean  
To/Via: U.S. All Ports & Points  
LCL: \$ 25.00 / WM Minimum \$50.00  
PC20: \$ 500.00  
PC40/40HC/45: \$ 600.00

From/Via: Africa  
To/Via: U.S. All Ports & Points  
LCL: \$ 25.00 / WM Minimum \$50.00  
PC20: \$ 390.00  
PC40/40HC/45: \$ 390.00

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Rule 24 NVOCCS IN FOREIGN COMMERCE: BONDS AND AGENTS

effective date = 21Aug2019

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 judgment for damages arising from its transportation related activities, orders for reparations issued pursuant to section 11 of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, or penalties assessed pursuant to Section 13 thereof.
2. Bond No: 990410
3. Bond issued by:  
Lincoln General  
Insurance Company  
3350 Whiteford Road  
York, PA 17402

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:  
  
CORPORATION SERVICES COMPANY  
251 LITTLE FALLS DRIVE  
WILMINGTON, DE 19808

Rule 25 CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

effective date = 01Jul2017

If the shipper or a member of a shipper's association tendering the cargo is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond as required by Sections 8 and 23 of the Shipping Act 1984 before the Carrier accepts or transports cargo for the account of the NVOCC. A copy of the tariff rule published by the NVOCC and in effect under CFR 514.15 (b) (25) will be accepted by the Carrier as documenting the NVOCC's compliance with the tariff and bonding requirements of the Act.



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Rule 26 TIME/VOLUME RATES IN FOREIGN COMMERCE

effective date = 01Jul2017

None currently in effect.

Rule 27 NVOCC NEGOTIATED RATE ARRANGEMENTS

effective date = 22Aug2018

DSV Air & Sea Inc, DBA Ocean Transport (OTI License No. 017331) hereby provides notice of its intent to invoke the FMCs tariff publication/adherence exemption pursuant to 46 CFR Part 532, et seq.

NRAs are not subject to any surcharges that are filed in the rules tariff. Any additional surcharges will be stipulated in the NRA.

Any NRA that is provided to a customer that does not specify a commodity noted on the NRA will default to the commodity Freight All Kinds (FAK).

Any NRA that is provided to a customer that does not specify an expiration date will set to expire one year from the date of approval by the customer.

THE SHIPPERS BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THE PRESENTED NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THE NRA OR NRA AMENDMENT

Rule 28 DEFINITIONS

effective date = 01Jul2017

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

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THC .....	Terminal Handling Charge
RATE .....	Tariff Line Item
TOFC .....	Trailer on Flat Car
Viz. ....	Namely
VOCC .....	Vessel Operating Common Carrier
AI All Inclusive .....	For Import: includes ocean freight and inland freight

ALL INCLUSIVE - means if a TLI, NRA or NSA states that a rate is "All Inclusive", that rate includes all published surcharges, assessorial and fees filed in the rules tariff and will not be subject to additional charges, with the exception of GRI.

INCLUSIVE OF ALL HANDLING CHARGES means if a TLI, NRA or NSA states that a rate is "Inclusive of All Handling Charges", that rate includes all published surcharges, assessorials and fees filed in the rules tariff on per Bill of Lading basis.

INCLUSIVE OF ALL OCEAN CHARGES means if a TLI, NRA or NSA states that a rate is "Inclusive of All Ocean Charges", that rate includes all published surcharges, assessorials and fees filed in the rules tariff on per W/M or per Container basis.

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.

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

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 therefore 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 meter as freight

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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 & ABBREVIATIONS

effective date   = 17Jul2017

A. ABBREVIATIONS

CSC .....	Container Service Charge
CFS .....	Container Freight Station
DDC .....	Destination Delivery Charge
EAN .....	Except as noted
FAK .....	Freight All Kinds
FCL .....	Full Container Load
ID .....	Inside Diameter
IPI .....	Interior Point Intermodal Service
KD .....	Knocked Down
LCL .....	Less Than Container Load
LOC .....	Local
LTL .....	Less Than Trailer Load
NOS .....	Not Otherwise Specified
OD .....	Outside Diameter
SU .....	Set Up
TL .....	Trailer Load
Viz. ....	Namely
Vol .....	Volume

B. CONTAINER SIZE

Code	Definition
----	-----
LCL ....	Less Than Load
20 .....	20 Ft.
40 .....	40 Ft., 8'6"
40HC ...	40 FT., 9'6" High Cube
40X ....	40 Ft., Any Height
45 .....	45 Ft., Any Height

C. CONTAINER TEMPERATURE

Code	Definition
----	-----
AC .....	Artificial Atmosphere Control
CLD ....	Chilled
FRZ ....	Frozen
HTD ....	Heated
RE .....	Refrigerated
VEN ....	Ventilated

D. CONTAINER TYPE

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Code	Definition
----	-----
AC .....	Atmosphere Control
CF .....	Collapsible Flat rack
DF .....	Drop Frame
FB .....	Flat Bed
FR .....	Flat rack
GC .....	Garment Container
HH .....	Half-Height
HT .....	Hardtop
IN .....	Insulated
OT .....	Open Top
PC .....	Dry
PL .....	Platform
RE .....	Reefer
TC .....	Tank
TL .....	Top Loader
TR .....	Trailer
VR .....	Vehicle Racks. DISTANCE

Code	Description
----	-----
KM .....	Kilometer
MI .....	Miles

F. LENGTH, WIDTH, HEIGHT UNITS

Code	Definition
----	-----
CM .....	Centimeters
FT .....	Feet
IN .....	Inches
M .....	Meters

G. VOLUME UNITS - Unit of measure of a volume unit

Code	Definition
----	-----
CFT ....	Cubic Feet
CBM ....	Cubic Meter

H. WEIGHT UNITS

Code	Definition
----	-----
KGS ....	Kilograms
KT.....	1000 KGS (Metric Ton)
LBS ....	Pounds
ST .....	Short Ton (2000 LBS)
LT .....	Long Tons (2240 LBS)

I. RATE BASIS CODE

Code	Definition
----	-----
W .....	Weight
M .....	Measure
WM .....	Weight/Measure
LS .....	Lump Sum
PC .....	Per Container (Dry)

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AV .....	Ad Valorem
EA .....	Each (As defined)
MBF ....	1000 Board Feet

J. PUBLISHING/AMENDMENT TYPE CODES

Code	Definition
----	-----
(A) ....	Increase.
(C) ....	Change resulting in neither increase or decrease in rate or charges.
(E) .....	Expiration (also use (A) if the deletion results in the application of a higher "cargo nos." or similar rate).
(I) ....	New or Initial matter.
(P) ....	Addition of a port or point.
(R) ....	Reduction
(S) ....	Special Case matter published pursuant to Special Permission, Special Docket or other Commission direction.
(T) ....	Terminal Rates, charges or provisions or canal tolls over which the carrier has no control.
(W) ....	Withdrawal of an erroneous publication on the same publication date.

K. SHIPMENT SERVICE CODE

Code identifier for shipment service. The Service Code is two (2) characters, one for origin and one for destination, using only the following symbols:

Code	Definition
----	-----
D .....	Door
R .....	Rail Yard
CFS (S) .....	Container Station
CY (Y) .....	Container Yard
O .....	Ocean Port
T .....	Terminal

L. CURRENCY CODE LIST

Country	Code	Currency
-----	----	-----
United States .....	USC ....	US Cents
United States .....	USD ....	US Dollar

Rule 30 ACCESS TO TARIFF INFORMATION

effective date = 01Jul2017

The official version of this tariff is available at the

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location shown at the F.M.C.'s website at [www.fmc.gov](http://www.fmc.gov)  
under Form FMC-1.

Rule 31 INTERMODAL SAFE CONTAINER TRANSPORTATION ACT OF 1992

effective date = 01Jul2017

This Rule is applicable to shipments via U.S. ports from/to U.S. points, on or after April 9, 1997, which shipments are received by Carrier for transportation on or after the effective date of this Rule.

1. Whenever a loaded container of 29,000 lbs. gross cargo weight or more is tendered to the Carrier or an inland carrier acting on behalf of the Carrier, where the shipment will move at some point by motor carrier within the U.S., the Shipper shall, either before tendering the shipment or at the time the shipment is tendered provide to the Carrier or inland carrier, either directly or through any prior inland carriers, a certification (hereinafter the "Intermodal Certification") of the contents of the container in writing or electronically. The Intermodal Certification shall be in the English Language and shall contain all of the following information:

- a. It shall be conspicuously marked "INTERMODAL CERTIFICATION";
- b. It shall show the actual gross cargo weight (including unit of measurement, packing materials, pallets, and dunnage);
- c. It shall include a reasonable description of the contents of the container or trailer;
- d. It shall identify clearly the certifying party;
- e. It shall show the container or trailer number;
- f. It shall show the date of the certification.

Notes regarding Intermodal Certification:

1. Perishable agricultural commodities shall be specifically identified in the description of the goods to be transported.
2. After December 31, 2000, the term FAK can only be used in the cargo description if no single commodity makes up more than 20 percent of the total weight of the cargo although FAK will still be used for rating purposes after December 31, 2000.
3. The signature of the person tendering the loaded container may be provided by manual or mechanical means.
4. At the option of the Carrier, the Intermodal Certification may be converted into electronic format or incorporated onto a Bill of Lading or

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other shipping document before being forwarded  
along the intermodal chain.

The person who converts the Intermodal Certification shall certify through the following statement that the conversion and/or incorporation was performed accurately: "Electronic format and/or incorporation by (insert name of person), (insert name of carrier), on (insert month/date/year)".

2. If a shipment is required by paragraph 1 above to be accompanied by an Intermodal Certification, Carrier will not accept any container that is not accompanied by such Intermodal Certification. Carrier shall not issue in its own name an Intermodal Certification with respect to any such container.

3. If for any reason a container exceeding 29,000 lbs. has been accepted without an Intermodal Certification, or if the gross weight of the cargo exceeds what is stated in the Intermodal Certification, and the discrepancy is discovered prior to tendering the container to a motor carrier, such container shall be delivered to the Shipper/Consignee/Cargo Owner at the location of the discovery and Carrier shall not transport or arrange to transport such container further. Alternatively, the Carrier at its option and at the expense and responsibility of the Shipper, Consignee, and Cargo Owner, may take the following steps:

- a. Cargo will be removed from the container in order to reduce the weight to an allowable amount and make the container ready for lawful road transportation. To the extent necessary, cargo shall be unstuffed, segregated, restuffed, etc. at the expense of the Shipper, Consignee, and Cargo Owner;
- b. The cargo so removed will be forwarded to Consignee as a separate freight collect shipment from the point of removal to point of final destination;
- c. The rates to be applied for the transportation of any such cargo will be those of the Carrier and any inland carrier that is engaged to transport the cargo. Excess cargo shall be assessed a charge of U.S. \$150.00 in addition to all ocean and inland freight and other costs and expenses incurred by Carrier in accordance with this Rule.

4. Any costs or expenses associated with delays or other consequences of an uncertified or improperly certified container (including but not limited to demurrage, detention, storage, handling, inland transportation or unloading of containers, or fines or penalties that may be imposed as a result of uncertified or improper certification) shall be for the joint and several account of the Shipper, Consignee, and Cargo Owner.

5. Shipper, Consignee, and Cargo Owner shall be jointly, severally and absolutely liable for any fine, penalty or other sanction imposed upon Carrier, its agent or any participating motor carrier by any authority for exceeding lawful over-the-road weight limitations in connection with

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any transportation service provided under this Tariff and occasioned by any act of commission or omission of the Shipper/Consignee/Cargo Owner, its agents or contractors, and without regard to intent, negligence or any other cause. When Carrier pays any such fine or penalty and assumes any other cost or burden arising from such an event, it shall be on behalf of and for the benefit of the cargo interest, and Carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this Rule shall require that Carrier resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction, and Carrier shall not have any liability to the cargo interest should it not do so.

6. Carrier shall have a lien on the cargo for all such costs and expenses incurred by Carrier or assessed the Shipper/Consignee/Cargo Owner pursuant to this Rule.

Rule 32        RESERVED

effective date   = 01Jul2017

This rule intentionally left blank.

Rule 33        RESERVED

effective date   = 01Jul2017

This rule intentionally left blank.

Rule 34        RESERVED

effective date   = 01Jul2017

This rule intentionally left blank.

Rule 99        TARIFF TITLE PAGE

effective date   = 09Apr2021

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

-----  
DSV AIR & SEA INC.  
dba: DSV OCEAN TRANSPORT

ORGANIZATION NUMBER: 020615  
LOCATION OF TARIFF: <http://rates.descartes.com>

(A NON-VESSEL OPERATING COMMON CARRIER)  
-----

200 WOOD AVENUE SOUTH  
SUITE 300  
ISELIN, NJ 08830  
UNITED STATES

OCEAN FREIGHT TARIFF NO. 008

NAMING

LOCAL AND THROUGH COMMODITY RATES AND CHARGES



DSV AIR & SEA INC.  
GOVERNING RULES TARIFF 020615-008  
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AND GOVERNING RULES AND REGULATIONS APPLYING THERETO

BETWEEN  
PORTS AND POINTS IN THE U.S.A. AS SHOWN IN RULE 1

AND  
WORLD PORTS AND POINTS AS SHOWN IN RULE 1

AND  
INLAND POINTS VIA SUCH INTERCHANGE PORTS

-----  
FOR ACCESS TO TARIFF INFORMATION, SEE RULE 30  
-----

FOR NVOCC SURETY BOND INFORMATION, SEE RULE 24  
-----

FOR NVOCC NEGOTIATED RATE ARRANGEMENT STATEMENT, SEE RULE 27  
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Rule 100      GENERAL RATE INCREASE (GRI)

effective date   = 01Jul2017

Please refer to the following sub-rules for individual GRIs.

Rule 100-A    RESERVED - GENERAL RATE INCREASE (GRI) - JULY 1, 2017

effective date   = 31Jul2017

Reserved.

Rule 100-B    RESERVED - GENERAL RATE INCREASE (GRI) - JULY 5, 2017

effective date   = 10Jul2017

Reserved.

Rule 100-C    RESERVED - GENERAL RATE INCREASE (GRI) - JULY 6, 2017

effective date   = 10Jul2017

Reserved.

Rule 100-D    RESERVED - GENERAL RATE INCREASE (GRI) - JULY 7, 2017

effective date   = 10Jul2017

Reserved.

Rule 100-E    RESERVED - GENERAL RATE INCREASE (GRI) - JULY 15, 2017

effective date   = 31Jul2017

Reserved.

Rule 100-G    RESERVED - GENERAL RATE INCREASE (GRI) - AUGUST 1, 2017

effective date   = 29Aug2017

Reserved.

DSV AIR & SEA INC.  
GOVERNING RULES TARIFF 020615-008  
09-JUNE-2021

Rule 100-I    RESERVED FOR FUTURE USE

effective date    = 27Sep2017

This rule intentionally left blank.

Rule 100-Q    RESERVED FOR FUTURE USE

effective date    = 20Dec2017

This rule intentionally left blank.

Rule 100-AT   GENERAL RATE INCREASE (GRI) - MAY 1ST, 2019

effective date    = 01May2019

EFFECTIVE MAY 1, 2019, A GENERAL RATE INCREASE WILL APPLY  
AS FOLLOWS:

FROM: ASIA, INDIA SUB-CONTINENT

TO: USA

RATE INCREASE: LCL - \$18/WM, MINIMUM 1 REVENUE TON

PC20 - \$560

PC40 - \$700

PC40HC - \$700

PC45 - \$886