

DSV OCEAN TRANSPORT A/S
GOVERNING RULES TARIFF 020627-007
09-JUNE-2021

Rule 1 SCOPE

effective date = 13Jul2017

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

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

CHINA
TAIWAN

BASE PORTS includes: (See Note)

Kaohsiung, TW	Keelung, TW
Macao, CN	Ningbo, CN
Xiamen (Hsia Men), CN	Shanghai, CN
Yantian, CN	

B) To ALL PORTS /POINTS OF CALL in the following

GROUP: DOMESTIC COUNTRIES includes:

Puerto Rico
Guam
United States
US Virgin Islands

GROUP: US BASE PORTS includes: (See Note)

ATLANTIC BASE PORTS includes:

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

GULF BASE PORTS includes:

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

PACIFIC BASE PORTS includes:

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

GREAT LAKES BASE PORTS includes:

Chicago, IL

DOMESTIC BASE PORTS includes:

Guam, GQ	San Juan, RQ
	Saint Croix, VQ

* DEFINITION OF NEW YORK

For purposes of all water and minilandbridge service, the New York port area includes the piers and quays lining the shores of Brooklyn, NY; Manhattan, NY; Staten Island, NY; and the shores of Port Newark, NJ; Port Elizabeth, NJ; Jersey City, NJ; Hoboken, NJ; Bayonne, NJ; Weehawken, NJ; Little Ferry, NJ and S. Kearny, NJ. Cargo tendered to the consignees at the carrier's ocean terminal or CY in the New

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York port area shall move at the rate applicable to cargo moving to the port of New York as part of such service.

NOTE: Base Port Groups also apply as interchange ports.

Rule 1-01 SCOPE - THROUGH RATES/INTERMODAL TRANSPORTATION

effective date = 26Feb2008

- A) Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service.
- B) Intermodal Rates will be shown as single-factor through rates as specified in individual TLIs.
- C) Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading.
- D) This tariff contains local, through and proportional rates as defined in 46 CFR Part 520.

SUBSTITUTED SERVICE

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

Rule 2 APPLICATION OF RATES AND CHARGES

effective date = 26Feb2008

- 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. Rates as published herein apply between port/point of loading and port/point of discharge, and unless otherwise specifically provided within individual commodity descriptions do not include terminal, handling, wharfage, detention, demurrage marine insurance or any other accessorial charges which are established by Custom of 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.
- C. Packages containing articles of more than one description shall be charged on the basis of the rate provided for the highest rated article contained therein.
- D. Rates applying to/from WORLD POINTS and/or U.S.

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POINTS as stated in Rule 1 will apply via motor/rail/water services or any combination thereof, via routes stated in individual rate items.

E. DESCRIPTION OF SERVICE

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 unloaded on consignee's premises at consignee's expense. Rate includes inland transportation from carrier's facility to the consignee's premises.

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

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

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

MOTOR (M) OR RAIL (R)

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

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

PIER (P) OR CONTAINER FREIGHT STATION (S)

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

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

F. PROHIBITED OR RESTRICTED ARTICLES

Except as otherwise provided, the following articles will not be handled unless prior arrangements have been made with carrier:

- 1) Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with carrier.
- 2) Cargo which because of its inherent vice is likely to impregnate or otherwise damage carrier's containers or other cargo.
- 3) Cargo which requires protection from heat or cold.
- 4) Bank bills, coin or currency, deeds, drafts, notes or valuable paper of any kind; jewelry including costume or novelty jewelry, except where otherwise specifically provided; postage stamps or letters and packets or letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
- 5) Animals, Birds and Fish, alive.

G. MARKING OF FREIGHT

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

H. INSURANCE

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

I. LIMITATION OF SERVICE

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

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J. PARTS

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.

K. TYPES OF SERVICE REQUESTED BY SHIPPER

1) 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.

2) Service Levels-

As an alternative to carrier designated rates as explained above, this tariff, where specified, will offer the following services. Customer must notify Carrier prior to shipment as to the type of service preferred and the type of service requested must clearly be marked on the Bill of Lading at time of shipment. The service code type as designated below will be shown as a note in individual TRIs. If no service code is shown, the service type shall be "R" for Regular type service.

CODE	TYPE OF SERVICE	DEFINITION OF SERVICE
D	DEFERRED	No Guarantee of space or frequency of sailing.
E	ECONOMY	Lowest rate regardless of transit time or service availability.
S	STANDARD	Customer accepts transit time frequency of sailing as provided by carrier on a regular basis.
P	PREMIUM	Customer designates a specific vessel or steamship line for their exclusive utilization.

L. STOP-OFFS

At shipper's request, intermediate stop-offs for partial loading or unloading will be provided. TRIs subject to

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this provision will contain a notation referencing this clause.

M. PACKAGING REQUIREMENTS

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

N. FORCE MAJEURE

Force Majeure Clause: "Without prejudice to any rights or privileges of the carrier under covering Bills of Lading or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoe 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."

O. METRIC CONVERSION

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

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

P. SHIPPER LOAD AND COUNT

Where containers are loaded by shipper or his agent and sealed, carrier will accept such shipments subject to "Shipper's Load and Count" and Bill of Lading shall be claused and carrier will not be responsible either directly or indirectly for damage resulting from improper loading or mixing of articles in the container or any discrepancy in count or concealed damage to articles. The shipper shall furnish carrier with a list of contents showing description of goods and the gross weight and cubic measurements of the contents of the container. Carrier reserves the right to open and inspect the contents of a container and so indicates on the Bill of Lading, resealing the container. When containers loaded with goods moving subject to shipper' 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.

Q. RATES NOT SHOWN

Where specific commodity rates are not provided, apply

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"Cargo, N.O.S."

R. TRI LEVEL CHARGES

All services provided to the shipper, including the applicable rate bases and the extent of any limitations or restrictions will be indicated in specific TRIs under the attached TRI notes and/or assessorial charges field as appropriate.

- S. When a commodity can properly be carried under more than one tariff item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the rate of the end use commodity eg:

Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, NOS" rather than Rubber Goods, Textiles, etc.

The above does not apply in cases where there is a specific tariff rate for the commodity in question eg: If the tariff contains a rate for Rubber Gloves, then this rate will apply - and NOT the Gloves, NOS rate.

- T. When two or more rates may be applicable to a given shipment and one rate is more specific than the others, the specific rate shall apply.

One rate is more specific than another when it describes the commodity being shipped more explicitly, ie: Canned Pineapple is more specific than Canned Fruit or Canned Goods, NOS

A rate to a specific destination is more specific than a rate to a geographic range or zone, ie: A rate to New York, NY is more specific than a rate to East Coast Ports.

Rule 2-01 APPLICATION OF RATES AND CHARGES: RATES ON MIXED SH

effective date = 26Feb2008

Chapter 99 and Freight, All Kinds (FAK):

Shipments moving under commodity code 99 and Freight, All Kinds (FAK) shipments must consist of two (2) or more commodities with no one commodity to be less than 10% of the entire shipment.

Rule 2-02 MULTIPLE BILLS OF LADING

effective date = 26Feb2008

Cargo moving in a single container or trailer will, upon shipper's request, be allowed to move on more than one Bill of Lading, from one shipper to multiple consignees or from multiple shippers to one consignee. Cargo shall move from one port of loading to one port of discharge.

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The total freight, itemized to show the base rate plus all charges, surcharges and other assessments separately, shall be recorded by itemizing the total freight charges over all of the bills of lading involved in accordance with the actual revenue tonnage shown on each bill of lading. Not subject to Rule 6.

Rule 2-03 CONTAINER RATES FORMULA

effective date = 12Jul2017

For container rates not available in published TRIs for 20' 40' hi-cube (40B), or 45' containers when there is a published rate for 40' container, then the following formula may be utilized to calculate a new rate:

20' container rate equals 80% of the 40' rate.
40B container rate equals 112.5% of the 40' rate.
45' container rate equals 126.6% of the 40' rate.

After calculating the new rate, it will be rounded-up to the next five dollars.

Rule 2-04 AUTOMATED MANIFEST SYSTEM DATA FILING CHARGE

effective date = 12Jul2017

There will be an Automated Manifest System data filing charge that will apply to all shipments to US Ports and points and only when DFDS files the AMS data to U.S. Customs.

The Fee will be US\$35.00 per House Bill of Lading.

Rule 2-05 U.S.D.A. REGULATIONS ON U.S. FOOD IMPORTS

effective date = 26Feb2008

Prior Notice to and Registration with the U.S. Food and Drug Administration ("FDA")

A. Prior Notice and Registration Requirements. Pursuant to regulations effective December 12, 2003 (see 21 C.F.R. Part 20), the FDA must be provided with notice of food that is imported or offered for import into the United States (i.e. the continental U.S., Alaska, Hawaii and Puerto Rico) by not less than eight (8) hours prior to vessel arrival. The term "food" means: (i) articles used for food or drink for man or other animals; (ii) chewing gum; and (iii) articles used as components of food or chewing gum (see 21 U.S.C. § 321). However, the term does not include meat products, poultry products, and eggs products that are subject to the exclusive jurisdiction of the U.S. Department of Agriculture. In addition to prior notice of food shipments, the new FDA regulations require that U.S. and foreign facilities which are engaged in the manufacturing/processing, packing, or holding of food for consumption in the United States ("subject facilities") register with the FDA.

B. Responsibility for Prior Notice and Registration. It shall be the responsibility of the shipper and/or consignee named on the Carrier's bill of lading (hereinafter collectively referred to as the "shipper") to provide the required prior notice and registration to the FDA.

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as the "Cargo Interests"), to ensure that prior notice of shipment of food (as that term is defined in Paragraph A) imported or offered for import into the U.S. is provided to FDA in accordance with applicable regulations and that a subject facility (other than a subject facility of Carrier which has manufactured, processed, packed or held such food shipment has registered with the FDA in accordance with applicable regulations.

C. Evidence of Compliance. With respect to any food shipment for which a prior notice confirmation number ("PN Number") required to be provided to the Bureau of Customs and Border Protection ("CBP"), FDA, or any other government agency upon arrival, it shall be the responsibility of Cargo Interests ensure that such PN Number has been provided to the required agency(ies) and other persons prior to vessel arrival. In addition, Cargo Interests shall be required to provide Carrier with the PN Number immediately upon written request of Carrier.

D. Failure to Comply.

1. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility to register with the FDA, it is expected that notice of refusal will be provided to Carrier by the FDA and/or CBP. Carrier will use best efforts to promptly transmit the notice received from the authorities to the Cargo Interests, who shall be responsible for transmitting such notice to any other persons with an interest in the cargo. Carrier shall not be liable for any delay in the transmission of, or failure to transmit such notice or any consequences thereof.

2. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility (other than a subject facility of Carrier) to register with the FDA, or if it is determined that the cargo which should have been refused entry has been permitted to enter the United States then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and reimburse Carrier (and by booking a shipment with Carrier do hereby agree to indemnify, hold harmless and reimburse Carrier) for any and all costs, expenses, liabilities, damages, or losses incurred by the Carrier as a result of such non-compliance including, but not limited to, costs of complying with orders and directions of FDA and/or CBP, costs for handling and storing cargo, demurrage, subsequent transport of the cargo by any mode of transport and fines and penalties. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, or to defend any action resulting from claims or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also extend to its agents, affiliates, contractors, employees, vessel-sharing partners, slot charterers, vessel owners, and insurers.

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Rule 2-06 CARRIER SECURITY FEE (CSF)

effective date = 12Jul2017

Unless otherwise noted in individual rate items all cargo moving from the Indian Subcontinent Countries, South East Asia Countries, Far East Countries, and Asia Countries as noted in Rule 001 will be subject to a Carrier Security Fee as follows:

US\$ 0.00 per Container

This charge is for the account of the Cargo

Rule 2-07 TRAFFIC MITIGATION FEE (PIERPASS) (TMF)

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

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/Export where the Alameda fee has been assessed.

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

Rule 2-08 ARRIVAL TERMINAL NOTICE

effective date = 12Jul2017

For all cargo travel from/via Tianjin, China to USA, an Arrival Terminal Notice charge will apply as follows:

\$0 per 20' container
\$0 per 40' container

Rule 2-09 DUTY OUTLAY FEE

effective date = 12Jul2017

Except as otherwise provided, and if requested by the Importer, if DSV is requested to outlay the Customs Duty amount on behalf of the Importer, a Duty Outlay Fee of 0% of the total duty amount will apply subject to a minimum of \$0.00 per shipment.

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Rule 2-10 IMPORTER SECURITY FILING (ISF) FEE

effective date = 12Jul2017

Except as otherwise provided, when carrier is requested by importer to file the Import Security Filing (ISF) a charge of \$0.00 will apply per filing.

Rule 2-11 HOMELAND SECURITY FEE (HSF)

effective date = 12Jul2017

Homeland Security Fee

Homeland Security Fee of USD \$50.00 per Bill of Lading.

Rule 2-12 CHASSIS LINK FEE

effective date = 12Jul2017

A Chassis Link fee of \$0.00 per chassis per day will be assessed for all cargo moving through the Ports of New York and Newark only.

Rule 2-13 RESERVED FOR FUTURE USE - EMERGENCY REVENUE CHARGE (ERC)

effective date = 12Jul2017

This rule has been intentionally left blank.

Rule 2-14 RESERVED FOR FUTURE USE

effective date = 20Jul2016

This rule intentionally left blank.

Rule 2-15 Verified Gross Mass (VGM) Administration Fee

effective date = 12Jul2017

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.

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Rule 2-16 DEFINITION OF ALL INCLUSIVE

effective date = 22Aug2016

Definition of All-Inclusive Rule

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

Rule 2-17 DOCUMENT HANDLING FEE (BL PROCESSING FEE)

effective date = 05Jun2019

Except as otherwise provided, a Document Handling Fee shall apply as follows:

\$95 per Bill of Lading.

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

Rule 2-18 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 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 2-19 FACILITY FEE

effective date = 22Jan2020

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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 per shipment

Rule 2-20 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 = 26Feb2008

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

effective date = 12Jul2010

Not applicable.

Rule 5 EXTRA LENGTH

effective date = 12Jul2010

Not applicable.

Rule 6 MINIMUM BILL OF LADING CHARGES

effective date = 12Jul2017

Except as otherwise specifically provided herein, the minimum charge for a single shipment from one shipper to one consignee shall be the charge for one ton of the commodity being shipped.

Rule 7 PAYMENT OF FREIGHT CHARGES

effective date = 26Feb2008

A) Freight charges must be prepaid, unless prior arrangements have been concluded in accordance

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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 or 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.
- 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

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duly authorized licensed Freight Forwarder
or his Agent.

Rule 8 BILL OF LADING TERMS AND CONDITIONS

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"

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 is performed by one mode of transport only.

2. Definitions.

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

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

3. Carrier's Tariff.

The terms of the Carrier's applicable Tariff at the dat 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 Lad shall prevail.

4. Time Bar.

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

5. Law and Jurisdiction.

Disputes arising under this Bill of Lading shall be det by the courts and in accordance with the law at the place 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 an services related thereto in any reasonable manner and by a reasonable means, methods and routes.

(2) In accordance herewith, for instance, in the event 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 cont trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate goods.

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(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 u deck without notice to the Merchant.

8. Hindrances etc, Affecting Performance.

(1) The Carrier shall use reasonable endeavours to comp the transport and to deliver the goods at the place design 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 kind, and if by virtue of sub-clause 8 (1) the Carrier has duty to complete the performance of the contract, the Carr (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 p which the Carrier shall deem safe and convenient; o

(b) deliver the goods at the place designated for deliv

(3) If the goods are not taken delivery of by the Merch within a reasonable time after the Carrier has called upon take delivery, the Carrier shall be at liberty to put the in safe custody on behalf of the Merchant at the latter's and expense,

(4) In any event the Carrier shall be entitled to full for goods received for transportation and additional compe for extra costs resulting from the circumstances referred above.

11. CARRIER'S LIABILITY

9. Basic Liability.

(1) The Carrier shall be liable for loss of or damage t goods occurring between the time when he receives the good 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 Lading.

(3) The Carrier shall, however, be relieved of liabilit any loss or damage if such loss or damage arose or resulte

(a) The wrongful act or neglect of the Merchant.

(b) Compliance with the instructions of the person enti 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 no properly packed.

(d) Handling, loading, stowage or unloading of the good 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 from whatever cause whether partial or general.

(h) Any cause or event which the Carrier could not avoi the consequence whereof he could not prevent by the exercise of reasonable diligence.

(4) Where under sub-clause 9 (3) the Carrier is not und liability in respect of some of the factors causing the lo damage, he shall only be liable to the extent that those f

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for which he is liable under this Clause have contributed 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) 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.

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 the 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 value 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 exceeds the limits laid down in this Clause. It shall be 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 and 10 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 1968 - 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.

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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 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 handed over to the Carrier, 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 this 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, when 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.

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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, 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.

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 container or
- (c) the unsuitability or defective condition of the container unless the container has been supplied by the Carrier. If 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 pails 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 charge 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 or have reason to 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

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supplied by or on behalf of the Carrier shall be returned Carrier in the same order and condition as handed over to Merchant, normal wear and tear excepted, with interiors cleaned within the time prescribed in the Carrier's tariff or else

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

V. FREIGHT AND LIEN

20. Freight.

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

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

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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 throughout the entire time the goods are in the Carrier's custody.

(2) If the U.S. COGSA applies, and unless the nature and use 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 per 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 = 12Jul2017

A. Payments of Compensation

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

- A. Engaged, booked, secured, reserved, or contracted directly with the Carrier or its agent for space aboard a vessel or confirmed the availability of that space.
- B. Prepared and processed the Ocean Bill of Lading, dock receipt, or other similar document with respect to the shipment.

- 2. Carrier will not pay compensation for services described in Paragraph (1), more than once on the same shipment.
- 3. Carrier will not knowingly pay compensation on a shipment in which the forwarder has a direct or indirect beneficial interest.

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:
(Applies on Export Shipments Only)

FCL

LCL

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1.25%	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.

Rule 10 SURCHARGES AND ARBITRARIES

effective date = 26Feb2008

See subrules under this heading.

Rule 10-01 TOTAL SHIPPING SURCHARGES (TSS)

effective date = 12Jul2017

The following Total Shipping Surcharge (TSS) will NOT be assessed unless specified on rates:

FCL: \$0.00 Per Container

LCL: \$0.00 W/M, whichever produces the greater revenue.

The TSS will include all applicable surcharges, arbitrari and assessorial charges. If lower charges are to be assessed on specific TLIs, this rule will not apply and the applicable charges will be as shown in the specific TLIs.

Rule 10-02 RESERVED - PEAK SEASON SURCHARGE (PSS)

effective date = 03Mar2020

*** THIS RULE IS RESERVED UNTIL FURTHER NOTICE ***

Rule 10-03 TAICHUNG ARBITRARY

effective date = 12Jul2017

For cargo ex Taichung, Taiwan an arbitrary of \$0 per container will be assessed to the Taiwan rates.

Rule 10-04 KEELUNG ARBITRARY

effective date = 12Jul2017

For cargo ex Keelung, Taiwan, an arbitrary of \$0 per container will assessed to the Taiwan rates.

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Rule 10-05 SHANGHAI PORT SURCHARGE

effective date = 12Jul2017

All shipments originating from Shanghai, China are subject to Shanghai Port Surcharge of \$0/20', \$0/40', \$0/40B (Hi Cube).

Rule 10-06 SUEZ CANAL FEE

effective date = 12Jul2017

For all Cargo Transiting through the Suez Canal, a Suez Canal Fee of \$0/20' or \$0/all other size containers will be assessed.

Rule 10-07 RESERVED FOR FUTURE USE - PANAMA CANAL FEE

effective date = 12Jul2017

None currently in effect.

Rule 10-08 YANTIAN ARBITRARY

effective date = 12Jul2017

For cargo ex Yantian, China, an arbitrary of \$0 per container will be added to the Hong Kong rates.

Rule 10-09 GARMENT ON HANGER SURCHARGE

effective date = 12Jul2017

For Garment on Hanger (GOH) container, the following surcharge will be applied to the normal ocean rates:

\$455.00/20'
\$650.00/40'
\$730.00/40B (Hi Cube).

Rule 10-10 EMERGENCY BUNKER SURCHARGE (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 10-11 RESERVED FOR FUTURE USE

effective date = 14Aug2008

This rule intentionally left blank.

Rule 10-12 ALAMEDA CORRIDOR SURCHARGE

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effective date = 12Jul2017

In order to recover amounts paid to railroads in connection with the railroads' agreements with the Alameda Corridor Transportation Authority to assist in recovering the costs of constructing and operating the Alameda Corridor, all cargo moving through the ports of Los Angeles or Long Beach that is transported by rail through or into Southern California (i.e. the counties of Kern, San Bernardino, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, Orange, Riverside, San Diego, and Imperial), whether or not actually carried over the Alameda Corridor, shall be subject to a charge in the following amounts:

From/Via: All Origins
To/Via: U.S. & Points) Moving through the Ports of LAX or
LGB (The Alameda Corridor)
PC20: \$ 0.00
PC40 / 40 HC: \$ 0.00 (All Types)
PC45: \$ 0.00 (All Types)

Other size containers -- \$ 0.0 per linear foot

This charge will be included on the bill of lading and will be paid by the cargo interest.

Rule 10-13 BUNKER FUEL SURCHARGE (BAF)

effective date = 01Apr2021

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

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

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

Rule 10-14 RESERVED FOR FUTURE USE

effective date = 12Jul2010

This rule intentionally left blank.

Rule 10-15 TERMINAL SECURITY FEE (TSF)

effective date = 12Jul2017

The International Convention for Safety and Life at Sea (SOLAS) has established the International Ship and Port Facility Security Code (ISPS) regarding the improvement of vessel and port security against international terrorism.

This Terminal Security Charge is associated with the Port Terminal compliance with the ISPS Code. It is applicable to cargo (import & export) and it is to be paid by the cargo paying the terminal handling charges (or other origin port/terminal charge such as the Shanghai Port Surcharge). In the event such terminal handling charges are included in the freight or otherwise not itemized with the freight amount, the Port and Terminal Security Charge is payable by the cargo interest paying the freight.

From/Via: All Origins
To/Via: All US Ports

USD 0.00 Per Container

Rule 10-16 INLAND FUEL SURCHARGE

effective date = 12Jul2017

In order to recover increased costs incurred by Carrier for inland (truck and rail) transportation in connection with intermodal ("IPI"), reverse inland point intermodal ("RIPI") West Coast Group 4, and East Coast Local Store Door Delivered ("SDD") shipments, an Inland Fuel Surcharge will be applicable to all cargo shipped under this tariff or under service to which this tariff is applicable, effective August 19, 2005. The initial amount of the surcharge will be:

\$0.00 per container for Group 4 (California, Oregon, Washington) and East Coast Local SDD cargo

\$0.00 per container for MLB, IPI and RIPI cargo.

The inland fuel surcharge will be reviewed and adjusted effective on October 1, 2005, based on the average inland price as published in the U.S. Department of Energy's National Diesel Price Index, available through www.doe.gov for the starting with W/E June 2, 2005 and ending with W/E August 2, 2005. The surcharge will be adjusted thereafter on a quarterly basis using subsequent 13-week review periods. The applicable

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surcharge for each quarter will be based on the average in
during the review period.

Rule 10-17 VALUE ADDED SURCHARGE FROM INDONESIA

effective date = 12Jul2017

Unless otherwise indicated in a particular rate item, the
following Value Added Surcharges will be assessed on
shipments originating from Surabaya, Semarang and Jakarta
as follows:

For DRY containers:

US\$ 0.00/20 FT.
0.00/40 FT. x 8'6"
0.00/40 FT. x 9'6"
0.00/45 FT.
0.00/ CBM or MT

For REEFER containers:

US\$ 0.00/20 FT.
0.00/40 FT. x 8'6"
0.00/40 FT. x 9'6"

The above charges are applicable to cargo freighted under
this tariff and must be shown on the Bills of Lading.

Payment of the above charge should be made at the same time
and place as Origin Terminal Handling charge.

Rule 10-18 WHARFAGE

effective date = 12Jul2017

Except as otherwise provided, Wharfage charges will apply as
follows:

US Gulf Ports	\$0.00 Per Container
Port of New Orleans	\$0.00 Short Ton
Boston, MA	\$0.00 PC20 \$0.00 All Other Containers

Rule 10-19 ADEN GULF SURCHARGE (AGS)

effective date = 12Jul2017

ADEN GULF SURCHARGES (AGS) WILL APPLY AS FOLLOWS:

PC20 (All Types): \$0.00
PC40 (All Types): \$0.00
PC45 (All Types): \$0.00

Rule 10-20 CFC (CARGO FACILITY CHARGE)

effective date = 06Feb2017

CFC (CARGO FACILITY CHARGE) at New York Effective May 1,
2011

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Applicable to all shipments loaded / discharged in New York.

LCL W, M or W/M,	
Minimum 1 Revenue Ton	\$ 0.00
PC20:	\$ 0.00
PC40 / 40HC / 45:	\$ 0.00

Rule 10-21 RATE RESTORATION

effective date = 12Jul2017

A Rate Restoration Fee will be implemented for all eastbound cargo from Asia to all US Coasts, as well as the Indian Sub Continent to the US West Coast:

\$0/20'
\$0/40'
\$0/40'hc
\$0/45'

\$0/cbm

Rule 10-22 CONGESTION SURCHARGE

effective date = 12Jul2017

From/Via:	The World (All Origins)
To/Via:	North America and Canada (All Ports & Points)
LCL:	\$ 25.00 / WM Minimum 1 Revenue Ton
PC20:	\$ 800.00
PC40:	\$ 1,000.00
PC40HC:	\$ 1,125.00
PC45:	\$ 1,266.00
PC53:	\$ 1,600.00

Note: This surcharge will only take effect in the event of a strike.

Rule 10-23 TEMPORARY TERMINAL CONGESTION SURCHARGE

effective date = 12Jul2017

Temporary Terminal Congestion Surcharge
To/Via the Port of New York/New Jersey
LCL: \$0.00 W/M 1 Revenue Ton
All Containers: \$ 0.00

Rule 10-24 PIER CONGESTION FEE

effective date = 19Jul2017

A Pier Congestion Fee will apply on all LCL cargo as follows:

To all LCL shipments discharged at Los Angeles, CA or Long Beach, CA

\$0.00 per CBM or per 800 Lbs whichever produces the greater revenue, subject to a minimum charge of \$0.00 per Bill of Lading.

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Rule 10-25 INTERMODAL DOOR DELIVERY SURCHARGE

effective date = 12Jul2017

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 10-26 RESERVED - LOW SULFUR SURCHARGE

effective date = 01Jul2020

This rule intentionally left blank.

Rule 10-27 RESERVED FOR FUTURE USE

effective date = 12Jul2017

This rule intentionally left blank.

Rule 10-28 TRUCK LOADING CHARGE

effective date = 13May2021

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

China/Taiwan to All US Destinations

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

Rule 10-02A RESERVED FOR FUTURE USE

effective date = 08May2008

This rule intentionally left blank.

Rule 11 MINIMUM QUANTITY RATES

effective date = 26Feb2008

When two or more TRIs are named for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the TRI specifying a required minimum quantity (either weight or measurement per container or in containers), will be applicable to the contents of the container(s), and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower TRI if the weight or measurement declared for rating purposes is increased to the minimum level.

Rule 12 AD VALOREM RATES

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effective date = 12Jul2017

- 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 = 12Jul2010

Not applicable.

Rule 14 CO-LOADING IN FOREIGN COMMERCE

effective date = 26Feb2008

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 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-loaded.

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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 = 12Jul2010

Not applicable.

Rule 16 HAZARDOUS CARGO

effective date = 26Feb2008

- 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 = 12Jul2010

Not applicable.

Rule 18 RETURNED CARGO IN FOREIGN COMMERCE

effective date = 12Jul2010

Not applicable.

Rule 19 SHIPPERS REQUESTS

effective date = 26Feb2008

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.

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All Shippers complaints and requests must be submitted in writing to Carrier's address as shown in the tariff at its website or on the title page of the paper version of this tariff.

Rule 20 OVERCHARGE CLAIMS

effective date = 26Feb2008

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 re-measurement 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 re-measurement 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.

Re-measurement or re-weighing fees, cable expenses, and any other incidental charges are, in all cases, to be sustained by the party at fault.

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

Rule 21 USE OF CARRIER EQUIPMENT

effective date = 29Feb2008

Carrier provides no equipment of its own. Should Shipper

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or Consignee request the use of underlying Carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying Vessel-Operating Common Carrier shall be for the account of the cargo.

Except as may be specifically agreed to in writing or contained in this tariff, DSV OCEAN TRANSPORT A/S, Inc., hereinafter referred to as carrier, provides no equipment of its own.

Any costs related to the equipment for the transport, storage, operation of; loading or unloading of cargo beyond the free time allowed which is assessed against carrier by the Vessel Operating Common Carrier, the equipment owner or leaser will be for the account of cargo. Likewise, any fees assessed against carrier for the repair of said equipment will also be for the account of cargo.

Shippers and consignees shall be jointly and severally responsible for these charges. These fees and charges may appear as "detention" or "demurrage" and will be supported by related documentation upon request. Failure to pay these charges in a timely manner, (net 30 days from Invoice date) may result in a collection fee equal to 2.5% for each 30 day period that the charges remain unpaid.

Rule 21-01 CHASSIS USAGE CHARGE AT DESTINATION

effective date = 12Jul2017

Notwithstanding any other terms, provisions and conditions of the Carrier's tariff rule or equipment interchange agreements set forth in this tariff, including subsequent amendment and revisions thereof, governing the interchange and use by Shippers, Consignees and/or their agents of equipment provided by the carrier, the following chassis usage charge shall apply:

A. Chassis Usage Charge:-

A single flat chassis usage charge shall apply to all shipments for which a Carrier-provided chassis (include chassis provided by Carrier from a chassis pool) is used in the United States (see Notes):

US\$0.00 per chassis

B. Chassis Per Diem Charge:-

Per diem charges for days shall be the same as those assessed for regular equipment under the applicable tariff Rule.

Notes:

- (1) Carrier is under no obligation to provide a chassis. If a customer uses its own chassis (use shall be subject to compatibility with Carrier equipment and operations) or if carrier otherwise is unable to provide a chassis, the chassis usage charge and chassis per diem charge will not apply.
- (2) The Chassis usage charge shall be shown on the Bill

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Lading or Freight Invoice and shall be paid by the cargo interest along with ocean freight. The Shipper and the Consignee shall be jointly and severally liable for the payment of all chassis usage charges assessed pursuant to this rule. This liability shall be imposed notwithstanding whether these parties have executed any equipment interchange agreement with the carrier and notwithstanding whether any equipment interchange agreement relating to such equipment provides for such liability.

- (3) With respect to CY delivery shipments, for purposes of this rule, the "period of use" shall commence at the time the chassis is turned over to the custody of the Shipper, Consignee, and/or their agents and end at the time of the chassis is returned to the custody of the Carrier and/or its agent (The "Interchange Point"). On an intermodal move, the Bill of Lading issued by the Carrier shall determine the beginning interchange point i.e. the beginning interchange point shall be the point at which the carrier's bill of lading ends.
- (4) For Store-door delivery shipments on which a Carrier-provided chassis is used, the chassis usage charge set forth herein in the Section (A) above shall be payable by the cargo interest, and per diem charges shall apply as set forth in the applicable tariff Rule at the end of any free time period applicable to store-door delivery shipments under that rule.
- (5) In the case of prepaid shipment, the chassis usage charge will be assessed, billed and collected from the shipper, unless prior to shipment the carrier is notified that said charge will be paid by the consignee, in which case such charge shall be paid by the consignee in full before the cargo is released to the consignee.

Rule 21-02 DETENTION AT USA

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 = 12Jul2010

Not applicable.

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Rule 23 CARRIER TERMINAL RULES AND CHARGES

effective date = 26Feb2008

See subrules under this heading.

Rule 23-01 TOTAL TERMINAL CHARGES (TTC)

effective date = 12Jul2017

The following Total Terminal Charge (TTC) will NOT be assessed unless specified in rates:

FCL: \$0.00 Per Container

LCL: \$0.00 W/M, whichever produces the greater revenue.

The TTC will include all applicable charges for terminal services. If lower charges are to be assessed on specific TRIs, this rule will NOT apply and the applicable charges will be as shown in the specific TRIs.

Rule 24 NVOCCs: BONDS AND AGENTS

effective date = 21Aug2019

A. Carrier hereby certifies that it has provided the F.M.C. with evidence that it has a surety bond, as referenced below, in the amount required in 46 CFR 515.21.

Surety Company	Bond No.
-----	-----
Lincoln General	990409
Insurance Company	
3350 Whiteford Road	
York, PA 17402	

B. As required under 46 CFR 515.24, carrier designates the following person as its legal agent for the service of judicial and administrative process:

CORPORATION SERVICES COMPANY
251 LITTLE FALLS DRIVE
WILMINGTON, DE 19808

In any instance in which the above designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the NVOCC's legal agent for service of process.

Rule 25 CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

effective date = 26Feb2008

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

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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 requirement of the Act.

Rule 26 TIME/VOLUME RATES IN FOREIGN COMMERCE

effective date = 09May2016

General conditions:

- A. If the enrollee does not meet the minimum volume by the end of the period specified, then all cargo shall be re-rated at the tariff charges applicable at the time of each shipment.
- B. Freight ton (R/T) is defined as 1 cubic meter or kilo-ton, whichever produces the higher revenue.
- C. For the purpose of calculation of volume, shipments shall be regarded as having been shipped according to the bill of lading date.
- D. The shipment records which shall be maintained to support the time volume rates shall be the enrollment form and the bills of lading.
- E. Shipment is defined as cargo movement on a single vessel and will determine the applicable rate regardless of volume or volumes shipped from individual origin points listed in the TVR.
- F. Shipper's / consignee's accepting the TVR shall be assigned a TVR number which shall be referenced on each bill of lading under the TVR offer. A shipment which does not bear the TVR number on the bill of lading may not be used to satisfy any requirement of the TVR.
- G. The name of the enrollees shall appear on the bill of lading as either shipper or consignee or both in order for the cargo represented by the bill of lading to be credited under the TVR.
- H. Upon satisfaction of the minimum volume requirements of the TVR, shipper or consignee may continue to utilize the time volume rates until the expiration date of the TVR.
- I. Once a TVR is accepted by one shipper, it shall remain in effect for the time specified, without amendment.

To give notice of their intention to use a time/volume rate, shippers / consignees must submit the following enrollment form to the carrier prior to tendering any shipments under the time/volume rate published herein:

ENROLLMENT FORM

DSV AIR & SEA INC.
100 Walnut Street

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Suite 405
Clark, NJ 07066

Gentlemen,

This constitutes acceptance of the Time Volume Rates (TVR)
Offer Number 2007-_____ dated _____ of
DSV AIR & SEA INC.

I confirm that I have full authority to give this
acceptance in behalf of the enrollee and those affiliated
companies listed below.

We agree to place the TVR Number on the body of the bill of
lading and that a shipment which does not bear the TVR
offering on the bill of lading may not be used to satisfy
any requirement of this offering.

We further agree to place the name of the enrollee or
affiliates as described herein on the bills of lading and
that any shipment which has a name on the bills of lading
different from that described herein shall not be counted
toward any requirements of the TVR offering.

Enrollee's Name

Signature Title
Address:

Enrollee no. assigned by:
DSV AIR & SEA INC.

Date:

TVR-2007-_____

Name of legally affiliated
companies authorized to use
this TVR as follows:

Rule 27 LOYALTY CONTRACTS IN FOREIGN COMMERCE

effective date = 12Jul2010

Not applicable.

Rule 28 DEFINITIONS

effective date = 12Jul2010

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

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	Trimmed
FO	Free Out to Vessel
I.D.	Inside Diameter
K.D.	Knocked Down
Min	Minimum
MLB	Mini-Landbridge
N.O.S.	Not Otherwise Specified
NVOCC	Non Vessel Operating Common Carrier
O.D.	Outside Diameter
R/T	Revenue Ton
SOC	Shipper Owned Container
SOTC	Shipper Owned Tank Container
SU	Set Up
THC	Terminal Handling Charge
TLI	Tariff Line Item
TOFC	Trailer on Flat Car
Viz.	Namely
VOCC	Vessel Operating Common Carri

AWS (All-Water Service) - means service from a foreign port directly to a US East Coast port.

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 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.

MLB (Mini-Landbridge) - means an intermodal system for transporting containers by ocean and then by rail or motor to a port previously served as an all water move (cargo moves via Long Beach).

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

ONE COMMODITY - means any or all the articles described

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in any one rate item in this Tariff.

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

SEA/TRUCK SERVICE - means the movement of containers by ocean and then by motor to a port (cargo moves via Los Angeles).

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

effective date = 26Feb2008

Explanation of Symbols as Used Throughout this Tariff:

AMENDMENT TYPE

- | | |
|---|--|
| A | Increase (in foreign commerce and across-the-board increase in domestic commerce) |
| C | Change resulting in neither increase or decrease in rates or charges |
| E | Expiration (Also use "A" in foreign commerce and "X" in domestic commerce in the application of a higher "Cargo, NOS" or similar rate) |
| I | New or initial matter |
| K | Rate or change filed by a controlled common carrier member of a conference under independent action (Foreign Commerce) |
| P | Extension of service to additional port(s) at rates already in effect for similar services at the port(s) being added; or the carrier's establishment additional terminal facilities at the port(s) already served, at the same rates as those currently applicable to comparable facilities of the carrier at the same port (Domestic Commerce)

Addition of a port or point (Foreign Commerce) |
| R | Reduction (Not a General Rate Decrease in Domestic Commerce) |
| S | Special Case matter filed pursuant to Special Permission, Special Docket or other Commission |

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direction, including a correction amendment to,
or resubmission (after notice of intent to reject)
of, Essential Terms; filing of material to put
tariff in order after rejection or overturning
a rejection; or, filing of tariff data after
suspension, such as for domestic carriers and
controlled carriers, Requires "Special
Case Number"

W Withdrawal of an erroneous filing on the same
 filing date.

CONTAINER SIZE

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

CONTAINER TEMPERATURE

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

CONTAINER TYPE

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

CURRENCY

USD	US Dollar
-----	-----------

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HAZARD CODE

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

LENGTH, WIDTH, HEIGHT UNITS

FT	Feet
M	Meters

RATE BASIS

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

SHIPMENT SERVICE

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

VOLUME UNITS

CFT	Cubic Feet
CBM	Cubic Meter

WEIGHT UNITS

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

Rule 30 ACCESS TO TARIFF INFORMATION

effective date = 12Jul2010

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Tariff information available at the following website:

<http://rates.descartes.com>

Rule 31 SEASONAL DISCONTINUANCE

effective date = 12Jul2010

Not applicable.

Rule 32 RESERVED

effective date = 12Jul2010

RESERVED.

Rule 33 PROJECT RATES

effective date = 12Jul2010

Not applicable.

Rule 34 TERMINAL TARIFFS

effective date = 12Jul2010

Not applicable.

Rule 35 TARIFF TITLE PAGE

effective date = 09Apr2021

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

DSV OCEAN TRANSPORT A/S

ORGANIZATION NUMBER: 020627

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. 007

NAMING

LOCAL AND THROUGH COMMODITY RATES AND CHARGES
AND GOVERNING RULES AND REGULATIONS APPLYING THERETO

FROM

CHINA AND TAIWAN AS SHOWN IN RULE 1

TO

USA PORTS AND POINTS AS SHOWN IN RULE 1

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FOR ACCESS TO TARIFF INFORMATION, SEE RULE 30

FOR LIST OF SYMBOLS AND ABBREVIATIONS, SEE RULE 28 AND 29

Rule 36 NVOCC NEGOTIATED RATE ARRANGEMENTS (NRA)

effective date = 05Nov2019

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 100 INTERMODAL SAFE CONTAINER TRANSPORTATION ACT OF 1992

effective date = 12Jul2017

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 shipmen 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

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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 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;

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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 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. this Rule.

Rule 102 GENERAL RATE INCREASE (GRI)

effective date = 02May2008

SEE FOLLOWING SUB-RULES.

Rule 102-CQ RESERVED FOR FUTURE USE

effective date = 27Sep2017

This rule intentionally left blank.

Rule 102-CT RESERVED FOR FUTURE USE

DSV OCEAN TRANSPORT A/S
GOVERNING RULES TARIFF 020627-007
09-JUNE-2021

effective date = 20Dec2017

This rule intentionally left blank.

Rule 102-DS GENERAL RATE INCREASE (GRI) - MAY 1ST, 2019

effective date = 01May2019

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

FROM: CHINA/TAIWAN

TO: USA

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

PC20 - \$560

PC40 - \$700

PC40HC - \$700

PC45 - \$886