

Mallory Alexander International Logistics, LLC DBA

Mallory Transportation System

Effective February 23, 2015

Tariff No 101

OTI No: 172NF

Effective Date: March 3, 2024*

Non-Vessel Operating Common Carrier

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NVOCC Service Arrangements (“NSA”) and Negotiated Rate Arrangements (“NRA”) Governing Rules Tariff

This document is to serve as notice that Mallory Transportation System (“Carrier”) has opted to be exempt from tariff publication and will exclusively utilize NVOCC Service Arrangements (“NSA”) and Negotiated Rate Arrangements (NRA) between U.S. points and foreign points pursuant to 46 C.F.R. 531 and 532.

The term "Customer" used herein refers to the Shipper, Consignee or owner of the goods who engaged Carrier's services pursuant to an NRA or NSA.

NVOCC NSA and NRA

This regulatory exemption is a means to provide the written and binding arrangement between an NRA shipper or consignee (of which both named person, company name and address are noted) and eligible NVOCC to provide specific transportation service for a stated cargo quantity, identifying the trade lane of origin and destination on and after receipt of the cargo by the Carrier or its agent.

As required by law, acceptance of the quotation through the NRA shall become binding after written

confirmation or booking of cargo or acceptance of the cargo by Carrier or its agent (or originating carrier in the case of through transportation). View the terms and conditions, available on Carrier website, www.mallorygroup.com.

Rule 1 – Scope

Rules and conditions named herein apply to the transportation of cargo moving to/from all ports in the U.S., U.S. Territories and Possessions, U.S. Inland Points to/from foreign Ports and Points.

Rule 1 – c Intermodal Transportation/Substituted Service

Intermodal Transportation/Through Rates

- A. Carrier will provide through intermodal service via combination of air, barge, motor and rail service.
- B. Carrier’s liability will be determined in accordance with the provision indicated in their bill of lading.
- C. This tariff contains local, through and proportional rates as specified in individual NSAs, NRAs.

Substituted Service (Alternate Port 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

- A. NSA and NRA rates are stated in terms of U.S. Currency. For LCL shipments, rates apply per 1 Cubic Meter (M) or 1,000 kilos (W)*, as indicated, which ever basis yields the greater revenue, except as otherwise specified. Where the word “Weight” or the letter “W” appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word “Measurement” or the letter “M” appears next to an article or commodity, measurement rates are applicable without regard to weight.

All freight rates and other charges shall be based on the actual gross weight and/or overall

measurement of each piece or package, except as otherwise provided.

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

Fractions of less than ½ inch will be rounded down to nearest whole number where ½ inch and greater or more will be rounded up the nearest whole number.

When measuring articles of certain shapes such as cylindrical shape (drums, cylinders, kegs, casks, etc.) or irregular shapes, the dimensions will be calculated to the extreme point for each height, width, and depth measurement.

*In some cases, LCL rates issued in an NSA or NRA may apply based on rail carriers' and CFS operators' rate schedule. For example, CFS operator may apply rates per 100 lbs.

- B. Except as otherwise provided, all "Port" (i.e., Port-to-Port) NSAs and NRAs rates apply from/to places where the common carrier originates or terminates its actual ocean carriage or cargo. Tolls, Wharfage, Cost of Landing and all other expenses beyond the port terminal area are for account of Customer, Owner, Shipper, or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Customer, Owner, Shipper, or Consignee of the Cargo.

The "Point" (i.e. Port to Point, Point to Point, Point to Port) NSA and NRA rates are applicable From/To Inland Points which lie beyond port terminal areas. Such rates will be shown as single-factor through rates or combination through rates constructed by the addition of applicable inland rate factors. Such rates shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) but not including customs clearance assessments or forwarding charges except as provided.

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred carriers, except as Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular vessel, train, motor, barge or air carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of water carriers, railways, motor or barge or air carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Carrier.

- C. Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles container therein.
- D. NSAs and NRAs do not include Marine Insurance or Consular Fees.
- E. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Import/Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Import/Export Declaration. Shipper amendments in the description of the goods will only be accepted after successfully re-validation by United States Customs and Border Protection and Partner Government Agencies (PGAs), as appropriate.

Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.
- F. Unless otherwise specified, when the NSA or NRA is based on the value of the commodity, such commodity value will be the FOB or FAS value at the port of loading as indicated on the commercial invoice, the Customs entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The FOB value and the FAS value include all expenses up to delivery at the loading port.
- G. The NSA or NRA, except where predicated on specifically lower values or on an advalorem basis, is subject to Bill of Lading limit of value.
- H. Force Majeure Clause: "Without prejudice to an rights or privileges of the Carrier's under- covering Bills of Lading, Dock Receipts, or Booking Contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract if in conformity with the Shipping Act, as amended, and Federal Maritime Commissions Regulations, by tariff publication, any affected rate or rates in order to meet conditions."
- I. Except as otherwise provided, NSAs and NRAs apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the cargo, N.O.S., dangerous/hazardous cargo, N.O.S., Refrigerated cargo, N.O.S. rate will apply.
- J. Whenever rates are provided for articles named herein, the same rate will also be applicable on parts of

such articles where so described in the ocean bill of lading, except where specific rates are provided for such parts.

Rule 3 – Rate Applicability Rule

The NSA or NRA, rules, and charges applicable to a given shipment must be those of the NSA or NRA and in effect when the cargo is received by the Carrier or its agent (including originating carriers in the case of rates for through transportation). A shipment shall not be considered as “received” until the full bill of lading quantity has been received.

In some instances, NRAs and NSAs may contain additional charges that are unique to the movement(s) covered and are not specifically listed in the Rules Tariff. This will include, but not limited to, charges for additional handling, terminal handling, demurrage, detention, storage, non-NVOCC services, such as but not limited to Security filings of any country, ISF filing, or customs clearance.

Rule 4 – Payment of Freight Charges

All freight and other charges on the Bill of Lading are to be prepaid and due and payable in lawful currency of the United States when billed. Collect shipments can be accepted only by prior agreement in which case the rate of exchange ruling the day of receipt of cargo by carrier, in accordance with Rule 3 shall apply.

Rule 5 – Freight Forwarder Compensation

Not applicable at this time.

Rule 6 – Surcharges, Assessorial, and Other Fees

Surcharges applicable to the shipments are for the account of the Customer.

Surcharges listed herein and/or applicable NSA or NRA may apply.

Carrier may establish changes with immediate effect to surcharges, assessorial, and other fees which are not under the control of Carrier and which the Carrier passes through without markup to Customer. When Carrier charges to Customers are based on rates charged by third parties, the third party imposes charges based on their rules tariff/standard fees on Carrier in a manner that prohibits Carrier from providing advanced notice or, in certain circumstances, an amended NSA or NRA. Verification of pass-through charges can be provided upon request.

Surcharges, assessorial, and other fees will be compliant with 46 C.F.R. 531 and 532 and the Ocean Shipping Reform ACT of 2022 (OSRA 2022).

Certain surcharges, assessorial, and other fees may be subject to an Outlay Fee of 5.0% of the disbursed charges or a minimum of \$50, whichever is greater to cover the additional administrative services provided in connection with the fee.

Rule 7 – Ad Valorem Rates

- A. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with eh clauses of the Carrier’s regular Bill of Lading form.
- B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier’s regular Bill of Lading form, the Shipper must so stipulate in Carrier’s Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.
- C. Where value is declared on any piece or package in excess of the bill of lading limit of value of \$500 the Ad Valorem rate, specifically provided against the item, shall be twelve (12%) percent of the value declared and is in addition to the rate.

Rule 8 – Co-Loading in Foreign Commerce

Definition: Co-loading shall mean the combining of cargo, in the import or export foreign commerce of the U.S., by two or more NVOCCs for tendering to an ocean carrier under the name of one or more of the NVOCCs.

Extent of Activity: Carrier participates in co-loading agreements on a Carrier to Carrier relationship. Carrier shall notify shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its cargo has been co-loaded, when requested by NRA/NSA client.

And/or

Carrier participates in co-loading on a Shipper/Carrier relationship, meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the co-loaded cargo. Carrier shall co-load cargo at its discretion and shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded, when requested by NRA/NSA client. 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.

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

Rule 9 – Returned Cargo in Foreign Commerce

Freight on returned cargo will be charged at the applicable NSA or NRA rate applicable to the original shipment current at the time of the returned shipment. At the discretion of the Carrier, goods which have not been used may be returned at not less than 50% of the rate applicable in the original direction at the time of the returned shipment but not less than a rate of \$100 per W/M.

Rule 10 – Overcharge Claims

- A. All claims for adjustment of freight charges must be presented to the Carrier in writing, within three (3) years after the date of the bill of lading issued by the carrier.

Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.

- B. For the purpose of uniformity in handling claims for adjustment of freight charges based on alleged errors in cargo description, tariff application, cargo weight and/or measurement, refunds will only be considered as follows:

- a. Claims must contain the following original or certified documents:
 - i. Certificate of Insurance (Original and or Duplicate), or a copy of the insurance declaration if no certificate is issued.
 - ii. Bill of Lading(copies) from all cargo transporters
 - iii. Commercial sales invoice
 - iv. Packing list
 - v. Delivery Receipt
 - vi. Survey Report
 - vii. Claim letters to all transporters
 - viii. Invoices for repairs or reconditioning expenses.
 - ix. Other correspondence and documents relating to the transportation of the cargo.
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Rule 11 – Use of Carrier Equipment

Carrier provides no equipment of its own. Should Shipper or Consignee request the use of underlying Carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying Vessel Operating Common Carrier should be for the account of the cargo. Additionally the trucker may supply a chassis either owned by them, or under long-term lease or short-term lease, and such charges will be for the account of the cargo.

Rule 12 – NVOCCs in Foreign Commerce Bonds and Agents

- A. Bonding of NVOCCs
 - a. Carrier has furnished the Federal Maritime Commission a bond in the amount of \$75,000 or \$150,000 foreign required by 46 CFR Part 515.21(a) to ensure the financial responsibility of the carrier for the payment of any judgment or any settlement made pursuant to a claim under 46 CFR Part 515.23(b) for damages arising from its transportation related activities or orders for reparations issued pursuant to Section 11 of the Shipping Act of 1984, 46 U.S.C. app. 1702 as amended by the Ocean Reform Shipping Act of 2022, or any penalty assessed against the Carrier pursuant to Section 13 thereof.
 - b. Bond No: 940204
 - c. Bond Issued by: Avalon Risk Management for Great American Alliance Inc Co.
- B. Agent for Service of Process
 - a. Carrier's agent for the service of judicial and administrative process including subpoenas follows in this section. In any instance in which the designated legal agent cannot be served because of

death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the carrier's legal agent for service of process.

- b. Service of administrative process, other than subpoenas, may be affected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt request.
- c. Agent for service of process address: 4294 Swinnea Road, Memphis TN38118

Rule 13 – Certification of Shipper Status in Foreign Commerce

No NVOCC shipments shall be accepted unless the NVOCC is in compliance with the Federal Maritime Commission's Regulations as published in 46 CFR. The Carrier will accept a copy of the rules tariff published by the NVOCC and in effect under 46 CFR Part 520 as documenting the NVOCC's compliance with the FMC tariff and bonding requirements.

Rule – 14 Bill of Lading

*Effective for Cargo Received on or after February 27, 2024

Front of Mallory Transportation System Bill of Lading – Available upon request due to concerns of copying and violation of improper use of a non-authorized party.

Back of Mallory Transportation System Bill of lading – Terms and Conditions.

*(1) **CLAUSE PARAMOUNT:** All Carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "COGSA"). All Carriage to and from other States shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to Carriage of goods by inland waterways and reference to Carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of Carrier or Carrier's agents.*

(2) DEFINITIONS:

- 2.1 "Ship" means the vessel named in this Bill of Lading, or any conveyance owned, chartered, towed or operated by Carrier or used by Carrier for the performance of this contract.
- 2.2 "Carrier" means Mallory Transportation System on whose behalf this Bill of Lading has been signed.
- 2.3 "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-

mentioned persons, including but not limited to agents, servants, independent contractors, non-vessel-operating common carriers and freight forwarders.

- 2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading.
- 2.5 "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.
- 2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.
- 2.7 "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well.
- 2.8 "Carriage" means the whole or any part of the operations and services whatsoever undertaken by the Carrier with respect to the Goods covered under this Bill of Lading;
- 2.9 "Place of Delivery" means the place where the Carrier has contracted to deliver the Goods when such place is other than the Port of Discharge.
- 2.10 "Place of Receipt" means any place where the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading.
- 2.11 "Port of Loading" means a port or place where the Goods are loaded onto the Vessel for Carriage.
- 2.12 "Port of Discharge" means a port or place where the Goods are discharged from the Vessel.
- 2.13 "Sub-Contractor" includes sea, water, rail, road, air or other transport operators or carriers, stevedores, terminal operators, warehousemen, and any independent contractors or agents employed by the Carrier in performance of the Carriage and any Subcontractor thereof.

(3) SUBCONTRACTING: Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or Carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every servant, agent, Subcontractor (including sub-Subcontractors), or other person whose services have been used to perform this contract shall be entitled to the rights, exemptions from, or limitations of, liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants, agents, Subcontractors, or other persons who shall be deemed to be parties to this contract.

(4) ROUTE OF TRANSPORT: Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes. Without notice to the Shipper, Carrier has liberty and discretion to consolidate the Goods with other cargo; transfer the Goods from one conveyance to another, including transshipment or carrying on a vessel other than the Ship set forth on this Bill of Lading, or any other means of transport whatsoever; carry the Goods on or under deck; to choose or substitute the method, means, route, mode and procedure to accomplish the Carriage; and to comply with any orders or recommendations given by any government or authority or any Person or body purporting to act as or on behalf of such government or authority or having, under the terms of the insurance on any conveyance employed by the Carrier, the right to give orders to directions. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

(5) HINDRANCES AFFECTING PERFORMANCE:

- 5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.
- 5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will

be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient, or (b) deliver the goods at the Place of Delivery.

- 5.3 In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.
- 5.4 If, after storage, discharge, or any actions according to sub-part 5.2 above Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.
- 5.5 Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the Carriage or handling of the goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or person having, under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract of Carriage and shall not be a deviation.

(6) BASIC LIABILITY:

- 6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage. In no event shall Carrier be responsible for loss or damage to the Goods occurring before Carrier's receipt of goods or after the delivery of the goods to Merchant or its designee.
- 6.2 If it is established that the loss of or damage to the goods occurred during sea Carriage or during Carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.
- 6.3 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea Carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall 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 Merchant, and
 - (b) would have applied if Merchant had made a separate and direct contract with 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 in order to make such international convention or national law applicable.
- 6.4 If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Section 6.2 above.
- 6.5 Carrier does not undertake that the goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.
- 6.6 Carrier shall not be liable for any loss or damage arising from:
- (a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge,
 - (b) compliance with the instructions of any person authorized to give them,
 - (c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant,
 - (d) inherent vice of the goods or concealed damage to or shortage of goods packed by Merchant,
 - (e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are

- liable to wastage or damage when not packed or when not properly packed,*
- (f) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads,*
 - (g) fire, unless caused by actual fault or privity of Carrier, any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.*

- 6.7 *When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid.*
- 6.8 *The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.*
- 6.9 *Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country.*
- 6.10 *Merchant has duty to defend and indemnify Carrier against any and all claims by a third party or assignee of Merchant which imposes or attempts to impose upon Carrier any liability in connection with the Goods other than or in excess from that as provided herein, whether or not arising from negligence of Carrier, its Subcontractors, servants or agents.*

(7) COMPENSATION FOR LOSS AND DAMAGE:

- 7.1 *Unless Merchant declares a higher value as provided at Clause 7.6, Carrier's liability is limited as follows: (a) for loss or damage occurring during any portion of the Carriage governed by COGSA by force of law, Carrier's liability is limited to a maximum of \$500 per package of the portions of Goods adversely affected, or for Goods not shipped in packages, per customary freight unit; (b) for loss or damage occurring during any portion where COGSA is otherwise incorporated herein but is not applicable by force of law, to include periods of domestic water carriage and inland (surface) transportation, Carrier's liability is limited to a maximum of the lesser of \$500 per Package or \$0.50 per pound of the portion of Goods adversely affected; (c) for error or omissions arising from non-carrier service ancillary to the Carriage, Carrier's liability is limited to its independent negligence and to \$40 per shipment; (d) in the event of loss or damage subject to mandatory applicable law which invalidates Carrier's otherwise applicable maximum contractual liability hereunder, Carrier's liability is limited to the lowest amount permissible by and in accordance with such applicable law. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.*
- 7.2 *In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.*
- 7.3 *If the value of the goods is less than US \$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.*
- 7.4 *Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.*
- 7.5 *Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.*
- 7.6 *Merchant may avoid the liability limitations hereunder, or any other liability limitation imposed by applicable law, by unequivocally declaring the value of the Goods for liability purposes to Carrier in writing prior to Carriage and paying Carrier an ad valorem freight rate. Such Declared Value will only be binding upon Carrier if agreed to in writing by an authorized representative of Carrier and upon payment of the ad valorem freight rate. Carrier's knowledge of the value of Goods and/or Merchant's declarations of the value of the Goods to Carrier in regular*

course or for any other purpose, such as for Customs purposes, does not constitute a Declared Value of the Goods to Carrier for liability purposes.

(8) DESCRIPTION OF GOODS AND INFORMATION FOR U.S. CUSTOMS:

- 8.1 Carrier is responsible for transmitting information to U.S. Customs and Border Protection prior to lading of the Goods including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, and container seal numbers. For this, and other purposes, Carrier relies on information provided by Merchant in a timely fashion. Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee and hazardous materials codes furnished by Merchant are correct and Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from any inaccuracy.
- 8.2 Merchant has the exclusive obligation to ensure, and hereby warrants, that the Goods and the Merchants, as defined above, are compliant with all relevant law and authorities, and are legally eligible for Carriage in all respects under all relevant governing laws and regulations. Merchant must further inform Carrier of any applicable licensing, reporting, or other regulatory requirement under all relevant laws and regulations prior to Carriage of the Goods.

(9) CARRIER'S CONTAINERS: If goods are not received by Carrier already in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

(10) CONTAINER PACKED BY MERCHANT: If Carrier receives the goods already packed into containers:

This Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers;

- 10.1. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and Carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty;
- 10.2. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and
- 10.3. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and
- 10.4. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

(11) DANGEROUS GOODS:

- 11.1 Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the goods with reasonable specificity as well as the names and addresses of the shippers and consignees.
- 11.2 Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.
- 11.3 If the goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

(12) DECK CARGO:

Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and goods so carried shall constitute under deck stowage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.

(13) SOLAS WEIGHT CERTIFICATION:

Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as Carrier's own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

(14) HEAVY LIFT:

- 14.1 *Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.*
- 14.2 *If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.*
- 14.3 *Merchant agrees to comply with all laws or regulations concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.*

(15) DELIVERY: *Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the Port of Discharge or Place of Delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the goods, or in any manner or to any other person in accordance with the custom and usage of the Port of Discharge or Place of Delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or abandoned at Carrier's option and may be disposed of or stored at Merchant's expense.*

(16) NOTICE OF CLAIM:

Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the Port of Discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery.

(17) FREIGHT AND CHARGES:

17.1 *Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of*

receipt of the goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the container or package and examine contents, weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure and or value of the goods, Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (b) expenses incurred in determining the correct details, plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff.

17.2 Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 1% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods.

17.3 Merchant shall be liable for all dues, fees, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government. Merchant shall be liable for all demurrage, detention or other charges imposed on the goods or their containers by third parties.

17.4 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

17.5 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

(18) LIEN:

Carrier shall have a lien on any and all property (and documents relating thereto) of Merchant in its actual or constructive possession, custody or control or en route, which lien shall survive delivery, for all claims for charges, expenses or advances incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, or both, which lien shall survive delivery, and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier may sell at public auction or private sale, upon 10 days written notice via registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. For the avoidance of doubt, the lien on the Goods survives delivery of the Goods.

(19) TIME BAR:

Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 1 month.

(20) JURISDICTION:

The courts of New York shall have exclusive jurisdiction over any dispute arising from the Carriage evidenced by this Bill of Lading. Merchant and Carrier each hereby agree to the personal jurisdiction of the forum having jurisdiction

over their disputes under this clause. Except as otherwise provided in this Bill of Lading, the laws of the State of New York shall apply.

(21) GENERAL AVERAGE:

- 21.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier.
- 21.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier and its Sub-Contractors, servants and agents are not responsible by statute, contract or otherwise, Merchant shall contribute in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.
- 21.3 Merchant has a duty to defend, indemnify and hold harmless Carrier, its Sub-Contractors, servants or agents in respect of any claim (and any expense arising therefrom) of a General Average which may be made against Carrier and/or any of its Sub-Contractors, servants or agents. Merchant agrees to pay any and all sums or securities assessed by the General Average adjuster for payments on account.
- 21.4 Neither Carrier nor its Sub-Contractors, servants or agents are under any obligations to take any steps whatsoever to post security for General Average or to collect security for General Average contributions due from the Merchant. Notwithstanding the foregoing, Carrier is authorized at its discretion to act on behalf of the Goods in any salvage proceeding at the sole expense of Merchant, unless Merchant arranges for separate representation.

(22) BOTH-TO-BLAME COLLISION CLAUSE:

If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or Subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

(23) FORCE MAJEURE:

Carrier shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Bill of Lading, resulting from circumstances beyond the control of either Carrier or its sub-contractors, servants or agents, including but not limited to:

(i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

(24) CARRIERS' TARIFFS:

The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission ("FMC") or any other regulatory agency which governs a particular portion of the Carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carriers' tariffs may be obtained from Carrier or its agents or from Carriers' website, the address of which is set forth on the FMC's website at www.fmc.gov. In the case of inconsistency between this Bill of Lading and any

applicable Tariff, this Bill of lading shall prevail. Carrier may enter into Negotiated Rate Arrangements with Merchant in lieu of publishing the applicable rates and charges for services provided in its rate tariff.

(25) PERISHABLE CARGO:

- 25.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.*
- 25.2 Merchant undertakes not to tender for transportation any goods that require refrigeration without given written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the goods by Carrier.*
- 25.3 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.*
- 25.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.*

(26) SEVERABILITY:

The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

(27) VARIATION OF THE CONTRACT:

This contract supersedes all prior agreement between the parties with respect to its subject matter. No servant or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.

Rule 15 – Definitions

Acronyms

TERM	DESCRIPTION
ACC	Alameda Corridor Charge
ACS	Alameda Corridor Surcharge
ADM	Container Administration Fee
ADMF	Administration Fee
AES	AES surcharge
AGS	Aden Gulf Surcharge
AMS	Automated Manifest System Charge
AMSC	Advance Manifest Security Charge
ARB	Arbitrary Charge
BAC	Bunker Adjustment Charge
BAF	Bunker Adjustment Factor
BCR	Bunker Cost Recovery
BFF	Bunker Fuel Factor
BLP	Bill of Lading Processing Charge

TERM	DESCRIPTION
DGSO	Dangerous Goods Surcharge Origin
DHF	Documentation Handling Fee
DOC	Documentation Fee
DSH	Destination THC
DTF	Document Transfer Fee
DTHC	Destination Terminal Handling Charge
DTSC	Destination Terminal Security Charge
DVAS	Destination Value Added Surcharge
EBAF	Emergency Bunker Adj Factor
EBS	Emergency Bunker Surcharge
EES	Emergency Equipment Surcharge
EFA	Emergency Fuel Additional
EFAF	Emergency Fuel Adjustment Factor
EIFS	European Inland Fuel Surcharge

TERM	DESCRIPTION
IVA	Value Added Tax
LDH	US Origin THC
LSS	Low Sulphur Surcharge
LWS	Low Water Surcharge
NBC	New Bunker Charge
ORC	Origin Receiving Charge
OTHC	Origin Terminal Handling Charge
OTSC	Origin Terminal Security Charge
PCC	Panama Canal Charge
PCF	Panama Canal Fee
PCLI	Panama Canal Lock Improvement
PCS	Panama Canal Surcharge
PCTF	Panama Canal Transit Fee
PCTS	Panama Canal Transit Surcharge

BLRO	BL Release Fee Origin
BSC	Bunker Surcharge
BSF	Bill of Lading Surrender Fee
BUC	Bunker Charge
CAF	Currency Adjustment Factor
CARB	Carbon Surcharge
CAS	Carrier Security Fee
CFSE	Equipment Fee (CFS)
CGD	Congestion Surcharge Destination
CGN	Congestion Surcharge
CGS	Congestion Surcharge
CIP	Panama Canal Lock Improvement
CIS	Chassis Surcharge
CS	Congestion Surcharge
CSF	Carrier Security Fee
CSR	Carrier Security Charge
CTF	Clean Truck Fee
CTPF	Clean Truck Processing Fee
CUC	Chassis Usage Charge
CUD	Chassis Usage Destination
CUO	Chassis Usage Origin
CYC	Container Yard Charge
CYRC	Container Yard Receiving Charge
DCF	Documentation Fee
DCI	Documentation Charge Inbound
DDC	Destination Delivery Charge
DDF	Destination Documentation Fee
DGSD	Dangerous Goods Surcharge Dest.

EIR	Equipment Inland Recovery Charge
EIS	Equipment Imbalance Surcharge
EPC	Equipment Positioning Charge
EPS	Emergency Port Surcharge
ERA	Emergency Revenue Adjustment
ERC	Equipment Repositioning Charge
ERR	Emergency Recovery Rate
ERS	Emergency Risk Surcharge
FAF	Fuel Adjustment Factor
FAS	Fuel Additional Surcharge
FBAF	Floating Bunker Adjustment Factor
FES	Fuel Escalation Surcharge
FRC	Fuel Recovery Surcharge
FSD	Fuel Surcharge Destination
FSO	Fuel Surcharge Origin
FUS	Intermodal Fuel Surcharge
GOH	Garments on Hangers
GRI	General Rate Increase
IFC	Inland Fuel Charge
IFL	Inland Fuel Charge
IFP	Interim Fuel Participation
IFS	Interim Fuel Surcharge
IMB	Equipment Imbalance Surcharge
INL-FS	Inland Fuel Surcharge
IPI	Interior Point Intermodal
IPS	Intl Ships Port Security Charge
ISF	ISF 10+2 (Importer Security Filing)
ISPS	Intl Security Port Surcharge

PIR	Piracy Surcharge
PNC	Panama Canal Charge
PPF	Pier Pass Fee
PRS	Piracy Risk Surcharge
PSC	Port Security Charge
PSS	Peak Season Surcharge
RIF	Rail Inland Fuel Surcharge
RPT	River Plate Toll
SCS	Carrier Security Charge
SER	Carrier Security Surcharge
SOC	Shipper Owned Container
SPS	Shanghai Port Surcharge
SUZ	Suez Canal Transit Charge
TIF	All Motor Inland Fuel
TPCS	Terminal Port Congestion Surcharge
TPSS	Terminal Port Security Surcharge
TS	Triaxle Surcharge
TSC	Terminal Security Charge
TSF	Terminal Security Fee
TSFD	Terminal Security Fee Dest
VAT	Value Added Tax
WFC	Wharfage
WFG	Wharfage
WRS	War Risk Surcharge
WS	Winter Surcharge
WSC	Winter Surcharge

Currency List

TERM	CURRENCY
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DZD	Algerian Dinar
AUD	Australian Dollar
BHD	Bahraini Dinar
BDT	Bangladesh Taka
BRL	Brazilian Real
GBP	British Pound
BND	Brunei Dollar
CAD	Canada Dollars
CNY	Chinese Yuan Renminbi
DKK	Danish Krone
EGP	Egypt Pounds
EUR	Euro
GHS	Ghana Cedis
HKD	Hong Kong Dollar
INR	Indian Rupee
IDR	Indonesian Rupiah
IQD	Iraq Dinars
ILS	Israeli Shekel
JMD	Jamaica Dollars
JPY	Japanese Yen
JOD	Jordan Dinars
KWD	Kuwait Dinars
MYR	Malaysian Ringgit
MXN	Mexican peso

TERM	CURRENCY
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MAD	Moroccan Dirham
NAD	Nambia Dollars
NZD	New Zealand Dollar
NGN	Nigeria Nairas
NOK	Norwegian Kroner
OMR	Omani Rial
PKR	Pakistan Rupee
PHP	Philippine Peso
PLN	Polish Zloty
QAR	Qatari Rial
SAR	Saudi Arabia Riyals
SGD	Singapore Dollar
ZAR	South Africa Rand
KRW	South Korea Won
LKR	Sri Lanka Rupee
SEK	Swedish Krona
CHF	Switzerland Francs
TWD	Taiwan Dollar
THB	Thailand Baht
TND	Tunisian Dinar
TRY	Turkish Lira
AED	Utd. Arab Emir. Dirham
VEF	Venezuela Bolivares Fuertes
VND	Vietnamese Dong

SURCHARGE CATEGORY

Awkward Cargo Surcharge	Cleaning Charges Destination	Cost Recovery Program
Alameda Corridor Charge	Chassis Charge	Crating Fee
Arbitrary Charge Destination	Container Cleaning	Congestion Surcharge
Advanced Commercial Information	Container Detention Charge	Container Service Charge
Alameda Corridor Surcharge	Cargo Declaration Correction Fee	Carrier Security Fee
Container Administration Fee	Cargo Data Declaration Charge	Container Shifting Charge
Administration Fee	Canada Documentation Fee	Container Seal Fee
AES surcharge	Government Agency Certification	Carrier Security Charge
Additional Freight Premium Surcharge	Destination Tax	Container Security Surcharge
Agency Fee	Cargo Facility Charge	Clean Truck Fee
Aden Gulf Surcharge	Container Flip Fee	Container Tracking Note
Automated Manifest System Charge	Container Freight Station Charge	Container Terminal Order Fee
Advance Manifest Security Charge	Chassis charge (CFS)	Clean Truck Processing Fee
Arbitrary Charge	CFS Doc Fee	Chassis Usage Charge
Alcohol Surcharge	Equipment Fee (CFS)	Chassis Usage Destination
Auto Validation Fee	CFS Forklift Fee	Container Unloading Charge
Bunker Adjustment Charge	CFS Fuel Fee	Chassis Usage Origin
Bunker Adjustment Factor	CFS Handling Fee	Customs Clearance Carrier Fee
Barge Charge	Insurance Fee (CFS)	Container Yard Charge
Bunker Cost Recovery	CFS IT Fee	Container Yard Receiving Charge
Bunker Fuel Factor	CFS Loading	Delivery Authorization Document
Bill of Lading Processing Charge	CFS Security	Documentation Fee
BL Release Fee Dest.	CFS Stripping Fee	Documentation Charge Inbound
BL Release Fee Origin	Congestion Surcharge Destination	Destination Delivery Charge
Bond Fee	Congestion Surcharge	Destination Documentation Fee
Bunker Surcharge	Congestion Surcharge	Density Surcharge
Bill of Lading Surrender Fee	Canada Handling Charge	Destination Forwarding Charge
Bio Security Surcharge	Chassis Charge	Domestic Fuel Surcharge
Bunker Charge	Cayman Islands Crane Usage Surcharge	Dangerous Goods Premium
Port Usage	Container Inspection Fee	Dangerous Goods Surcharge Dest.
Currency Adjustment Factor	Panama Canal Lock Improvement	Dangerous Goods Surcharge Origin
Brazil Destination Charges	Chassis Surcharge	Destination Handling Charge
Carbon Surcharge	Container Loading Charge	Documentation Handling Fee
Carrier Security Fee	Freight Collection Fee	Destination Land Freight
Container Cleaning Charge	Crane Hire Surcharges	Documentation Fee
Cargo Management Re-Engineering	Cargo Release Fee	Delivery Order Fee
Carrier Origin Fees	Chittagong Port Congestion	Drop-Off Surcharge
SURCHARGE CATEGORY	Transport Arbitrary - Destination	Drop and Pick Surcharge
Drayage Surcharge	Equipment Surcharge	Hazardous Cargo Surcharge Rail

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Port Congestion Surcharge	Export Service Charge	Haz Cargo B/L Admin Charge
Destination Security Fee	Equipment Transfer Charge Dest	House Transport Document
Destination THC	Equipment Transfer Charge Origin	House B/L Fee
Document Transfer Fee	Export Tariff Integration	High Cube Additional
Destination Terminal Handling Charge	Certificate Fee	Truck Hazmat Charge
Destination Terminal Security Charge	Exam Fee	Harbor Dues
Destination Value Added Surcharge	Ex-Works Fees	Lift On Lift Off
Diversion Fee	Fuel Adjustment Factor	High Security Seal Surcharge
Destination Warehouse Charges	Fuel Additional Surcharge	Intermodal Administrative Charge
Emergency Bunker Adj Factor	Floating Bunker Adjustment Factor	Intermodal Adjustment Factor
Emergency Bunker Surcharge	Forwarding Charge Carrier	Import Control System
Export Consolidation Fee	Foreign Document Fees	Inside Delivery
Extra Container Handling Charge	Fuel Escalation Surcharge	Inspection Empty Containers
Empty Container Return Charge	Freight Forwarder Compensation	Inspection Fee
Exhibition Center Surcharge	Food Grade Container	Interim Fuel Assessment
Electronic Data Interchange Fee	Foreign Inland Fuel Surcharge	Inland Fuel Charge
Empty Equipment Repositioning Charge	Flexibag/Flexitank Surcharge	Inland Fuel Charge
Emergency Equipment Surcharge	FOB Fees	Interim Fuel Participation
Emergency Fuel Additional	Fuel Recovery Surcharge	Interim Fuel Participation Factor
Emergency Fuel Adjustment Factor	Free In Expenses	Interim Fuel Surcharge
Emergency Fuel Surcharge	Free Out	Indian Statutory Service Tax
Export Handling	Fuel Surcharge Destination	Inland Haulage Export
Equipment Handover Charge at Destination	Fuel Surcharge Origin	Inland Haulage Import
Equipment Charge at Load	Foreign Terminal Charge	Equipment Imbalance Surcharge
Equipment Investment Factor	Freight Tax Surcharge	International Maritime Org Charge
European Inland Fuel Surcharge	Fumigation	Import Service Charge
Equipment Inland Recovery Charge	Intermodal Fuel Surcharge	Intermodal Surcharge
Equipment Imbalance Surcharge	Garment Surcharge	In-Land Charge
Equipment Management Fee	Gate Fee	Inland Fuel Surcharge
Entry Summary Declaration Surcharge	Gateway Infrastructure Fee	Insurance
Equipment Positioning Charge	Great Lakes Arbitrary	Interior Point Intermodal
Emergency Port Surcharge	Garments on Hangers	Intl Ships Port Security Charge
Emergency Revenue Adjustment	Gate Out Surcharge	Inside Pick-up Surcharge
Equipment Repositioning Charge	General Rate Increase	Inland Recovery Surcharge
Ecological & Radiological Inspection	Gamma Ray Surcharge	Immediate Surcharge
Emergency Recovery Rate	Goods and Service Tax	Import Service Charge
Emergency Risk Surcharge	Guatemala Terminal Handling Charge	ISF 10+2 (Importer Security Filing)
Equipment Surcharge	Gulf Wharfage Charge	Intl Security Port Surcharge
Inland Transport Add Dest	Hazardous Cargo Surcharge	In-Transit Prep Charge

Value Added Tax	On-Carriage Charge	Port Security Charge Export
Kuwait Congestion Surcharge	Out of Gauge Charge	Port Service Charge
Kuwait Port Additional Charge	Origin Transport Arbitrary	US Port Security Fee
Letter of Credit	Origin Receiving Charge	Port Security Charge Import
US Origin THC	Origin Security Charge	Port Security at Loading Port
Liftgate Fee	Origin Terminal Handling Charge	Peak Season Surcharge
Loading	Origin Terminal Surcharge	Palletization & Shrink Wrap Fee
Liner Out Charge	Origin Terminal Security Charge	Port Tax
Lift-On Lift-Off	On Wheels Charge	Port Tax Admin Charges
Load on Truck	Overweight Surcharge	Port Crane Charge
Landing Surcharge	Port Additional Surcharge	Pick Up Fee
Sulphur Pollution Surcharge	Port Additional	Quarantine Surcharge
Low Sulphur Surcharge	Panama Canal Charge	Refrigerated Cntr Consumption Surcharge
Terminal Handling Chrg for Named Country	Panama Canal Fee	Refrigerated Container Facilitation Fee
Low Water Surcharge	Panama Canal Lock Improvement	Receiving
Environmentally Friendly Fuel Surcharge	Panama Canal Surcharge	Residential Delivery Surcharge
Manual Doc. Processing Fee	Panama Canal Transit Fee	Rail Flip Fee
Mechanical Diagnostic Review	Panama Canal Transit Surcharge	Rail Inland Fuel Surcharge
Miami Dray Charge	Port Demurrage Charge	Reverse Interior Point Intermodal
Marine Fuel Surcharge	Pier Delivery Fee	Rate Increase Surcharge
Merchant Haulage	Port Discharge Fee	Residential Pick-up Surcharge
Mis-Parking Container Fee	Preparing Documents Fee	River Plate Toll
Merchant Suppl. Cont. Premium	Permit and Escort Fee	Rural Route Surcharge
Documentation Fee	Port Facility Surcharge	Reefer Surcharge
North Atlantic Port Security	Government Agency Inspection	Road Tax Fee
New Bunker Charge	Piracy Surcharge	Security Compliance Administration Fee
Nigerian Congestion Surcharge	Panama Canal Charge	Security Compliance Admin Fee
Nitrogen Oxide Surcharge	Provision of Power	Suez Canal Fee
No Show Charge	Pier Pass Fee	Security Compliance Management Charge
On-Carriage Congestion Surcharge	Pier Pass Surcharge	Carrier Security Charge
Origin Customs Declaration	Pier Receiving Charge	Cargo Protection Fee
On-Carriage Point	Pre-Carriage Charge	Security Surcharge
Origin Documentation Fee	Paper Release Fee	Shippers Export Declaration Fee
Origin Handling Charge	Port Risk Surcharge	Seal Fee
Over Height Surcharge	Primage Surcharge	Special Equipment Premium
Origin Land Freight	Piracy Risk Surcharge	Special Equipment Surcharge
Over-Length Surcharge	Port Surcharge	Carrier Security Surcharge
	Port Security Charge	Scale Fee
	Port Security at Destination	South Florida Dray Surcharge

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Security Manifest Document Fee	Terminal Security Fee Origin
Security Maintenance Doc Fee	Trade Show Surcharge
Shipper Owned Container	Transload Fee
Shanghai Port Surcharge	Terminal Security Origin
Stuffing Charge	Terminal Security Surcharge
Storage Fee	Tracked Unit Surcharge
Strike Surcharge	Logistics Fee Mandatory
Devanning Charge	US Documentation Fee
US Customs Transmission Fee	US Handling Charge
Suez Canal Transit Charge	U.S. Terminal Handling Charges
Transport Additional Destination	U.S. Terminal Port Security Surcharge
Temporary Acceptance Fee Dest	Value Added Surcharge
Government Port Taxes	Value Added Surcharge Destination
TAX Export	Value Added Surcharge Origin
Terminal Charge	Value Added Tax
Temporary Customs Export	Vessel Operating Cost Surcharge
Temporary Customs Import	Warehouse Documentation
Third Cost Recovery Program	Wire Fee
Title Fee	Wharfage
Terminal Handling Charge	Wharfage
Terminal Handling Destination	Wharfage Destination
Terminal Handling Origin	Wharfage Origin
Transport Interno	Warehouse Fuel Surcharge
All Motor Inland Fuel	Wharfage Charge
River Plate Toll Surcharges	War Risk Surcharge
Traffic Mitigation Fee/Pier Pass	Winter Surcharge
Toll Fee	Winter Surcharge
Terminal Port Congestion Surcharge	Waiting Time
Terminal Port Congestion Foreign	Wheeled Usage Charge
Terminal Port Security Surcharge	Delivery Charge Fee
Terminal Receiving Charge	Equipment Recovery Charge
Theft Risk Surcharge	X-Ray Fee
Transfer Fee	Yen Appreciation Surcharge
Triaxle Surcharge	
Terminal Security Surcharge	
Terminal Security Charge	
Terminal Security Destination	
Terminal Security Fee	
Terminal Security Fee Dest	

CO/11/04 (04/14/20)

Incoterms® 2020 Rules

EXW	Ex Works
FCA	Free Carrier
CPT	Carriage Paid To
CIP	Carriage and Insurance Paid To
DPU	Delivered At Place Unloaded
DAP	Delivered At Place
DDP	Delivered Duty Paid
FAS	Free Alongside Ship
FOB	Free On Board
CFR	Cost and Freight
CIF	Cost, Insurance and Freight

Maritime Definitions

ABS: The American Bureau of Shipping is a U.S. classification society that certifies if a ship is in compliance with standard rules of construction and maintenance.

Anchorage: Port charge relating to a vessel moored at approved anchorage site in a harbor.

Apron: The area immediately in front of or behind a wharf shed on which cargo is lifted. On the "front apron," cargo is unloaded from or loaded onto a ship. Behind the shed, cargo moves over the "rear apron" into and out of railroad cars.

Backhaul: To haul a shipment back over part of a route which it has already traveled; a marine transportation carrier's return movement of cargo, usually opposite from the direction of its primary cargo distribution.

Barge: A large, flat-bottomed boat used to carry cargo from a port to shallow-draft waterways. Barges have no locomotion and are pushed by towboats. A single, standard barge can hold 1,500 tons of cargo or as much as either 15 railroad cars or 60 trucks can carry. A barge is 200 feet long, 35 feet wide and has a draft of 9 feet. Barges carry dry bulk (grain, coal, lumber, gravel, etc.) and liquid bulk (petroleum, vegetable oils, molasses, etc.).

Berth: (verb) To bring a ship to a berth. (noun) The wharf space at which a ship docks. A wharf may have two or three berths, depending on the length of incoming ships.

Bill of lading: A contract between a shipper and carrier listing the terms for moving freight between specified points.

Board of Commissioners: The members of the governing board of a port authority are called commissioners. Members of a Board of Commissioners can be elected or appointed and usually serve for several years.

Bollard: A line-securing device on a wharf around which mooring and berthing lines are fastened.

Bonded warehouse: A building designated by U.S. Customs authorities for storage of goods without payment of duties to Customs until goods are removed.

Box: Slang term for a container.

Breakbulk cargo: Non-containerized general cargo stored in boxes, bales, pallets or other units to be loaded onto or discharged from ships or other forms of transportation. (See also: **bulk** and **container**.) Examples include iron, steel, machinery, linerboard and woodpulp.

Bulk cargo: Loose cargo (dry or liquid) that is loaded (shoveled, scooped, forked, mechanically conveyed or pumped) in volume directly into a ship's hold; e.g., grain, coal and oil.

Bulkhead: A structure used to protect against shifting cargo and/or to separate the load.

Buoys: Floats that warn of hazards such as rocks or shallow ground, to help ships maneuver through unfamiliar harbors.

Cabotage: Shipment of cargo between a nation's ports is also called coastwise trade. The U.S. and some other countries require such trade to be carried on domestic ships only.

Capacity: The available space for, or ability to handle, freight.

Captive cargo port: When most of a port's inbound cargoes are being shipped short distances and most of its export products come from nearby areas, the port is called a captive cargo port. (Contrast with a **transit port**.)

Cargo: The freight (goods, products) carried by a ship, barge, train, truck or plane.

Cargo, N.O.S. : Means articles not otherwise specified in individual commodity items of this tariff.

Carrier: An individual, partnership or corporation engaged in the business of transporting goods or passengers (See also: **ocean carrier**.)

Cartage: Originally the process of transporting by cart. Today, the term is used for trucking or trucking fees.

Caution: Means articles which may be subject to hazardous handling and identification.

Channels of distribution: The routes by which products are transported from origin to destination. This includes the physical routes, as well as the different companies involved in ultimately delivering the goods to buyers.

Checkers: See **clerks**.

Chock: A piece of wood or other material put next to cargo to prevent it from shifting.

Civil service: Some U.S., state, city and parish government jobs are protected under civil service systems which are designed to provide a degree of security to employees and to deter nepotism, political patronage and arbitrary treatment of workers.

Clerks: When cargo is unloaded from a ship, a clerk checks the actual count of the goods (number of boxes, drums, bundles, pipes, etc.) versus the amount listed on the ship's manifest. He will note shortages, overages or damage. This is used to make claims if needed.

Common carrier: Trucking, railroad or barge lines that are licensed to transport goods or people nationwide are called common carriers.

Conference rate: Rates arrived at by conference of carriers applicable to water transportation.

Consignment: A shipment of goods. The buyer of this shipment is called the **consignee**; the seller of the goods is called the **consignor**.

Consolidated Freight Station or Container Freight Station (CFS)- Location on terminal grounds where stuffing and stripping of containers is conducted.

Consolidator: The person or firm that consolidates (combines) cargo from a number of shippers into a container that will deliver the goods to several buyers.

Container: A box made of aluminum, steel or fiberglass used to transport cargo by ship, rail, truck or barge. Common dimensions are 20' x 8' x 8' (called a TEU or twenty-foot equivalent unit) or 40' x 8' x 8', called an FEU. Variations are collapsible containers, tank containers (for liquids) and "rag tops" (open-topped containers covered by a tarpaulin for cargo that sticks above the top of a closed box). In the container industry, containers are usually simply called boxes.

Container freight station: The facility for stuffing and stripping a container of its cargo, especially for movement by railroad.

Container chassis: A piece of equipment specifically designed for the movement of containers by highway to and from container terminals.

Container crane: Usually, a rail-mounted gantry crane located on a wharf for the purpose of loading and unloading containers on vessels.

Container terminal: A specialized facility where ocean container vessels dock to discharge and load containers, equipped with cranes with a safe lifting capacity of 35-40 tons, with booms having an outreach of up to 120 feet in order to reach the outside cells of vessels. Most such cranes operate on rail tracks and have articulating rail trucks on each of their four legs, enabling them to traverse along the terminal and work various bays on the vessel and for more than one crane to work a single vessel simultaneously. Most terminals have direct rail access and container storage areas and are served by highway carriers.

Containerization: The technique of using a container to store, protect and handle cargo while it is in transit. This shipping method has both greatly expedited the speed at which cargo is moved from origin to destination and lowered shipping costs.

Container on Flat Car (COFC)- A container placed directly on a railroad flatcar without chassis.

Contraband: Goods prohibited in trade (such as weapons going to Iran, anything to Cuba). Smuggled goods.

Corps of Engineers: This department of the U. S. Army is responsible for flood protection and providing safe navigation channels. The Corps builds and maintains the levees, flood walls and spillways that keep major rivers out of low lying communities. The Corps is vital to keeping navigation channels open by dredging sand, silt and gravel that accumulate on river and harbor bottoms.

Craft: A boat, ship or airplane.

Customs: A duty or tax on imported goods. These fees are a major bonus to the economy. In 1999, for example, the U. S. Customs Department collected over **\$22 billion** in fees nationally, which went into the U.S. Treasury. The Customs Department also works to prevent the importation of illegal drugs and contraband.

Customs broker: This person prepares the needed documentation for importing goods (just as a freight forwarder does for exports). The broker is licensed by the Treasury Department to clear goods through U.S. Customs. Performs duties related to documentation, cargo clearance, coordination of inland and ocean transportation, dockside inspection of cargo, etc. (Also known as a customhouse broker.)

Dead Weight Tonnage (DWT): Maximum weight of a vessel including the vessel, cargo and ballast.

Deadhead: When a truck returning from a delivery has no return freight on the back haul, it is said to be in deadhead.

Deck barge: Transports heavy or oversize cargoes mounted to its top deck instead of inside a hold. Machinery, appliances, project cargoes and even recreational vehicles move on deck barges.

Demurrage: A penalty fee assessed when cargo isn't moved off a wharf before the free time allowance ends.

Dock: (verb) - To bring in a vessel to tie up at a wharf berth. (One parks a car, but docks a ship.) (noun) - A dock is a structure built along, or at an angle from, a navigable waterway so that vessels may lie alongside to receive or discharge cargo. Sometimes, the whole wharf is informally called a dock.

Dockage: A charge by a port authority for the length of water frontage used by a vessel tied up at a wharf.

Draft: The depth of a loaded vessel in the water taken from the level of the waterline to the lowest point of the hull of the vessel; depth of water, or distance between the bottom of the ship and waterline.

Drayage: Transport by truck for short distances; e.g. from wharf to warehouse.

Dredge: (noun) A waterborne machine that removes unwanted silt accumulations from the bottom of a waterway. (verb) The process of removing sediment from harbor or river bottoms for safety purposes and to allow for deeper vessels.

Dry bulk: Minerals or grains stored in loose piles moving without mark or count.

Examples are potash, industrial sands, wheat, soybeans and peanuts.

Dry cargo: Means cargo other than that requiring temperature control.

Dunnage: Wood or other material used in stowing ship cargo to prevent its movement.

Duty: A government tax on imported merchandise.

Electronic Data Interchange (EDI): The exchange of information through an electronic format. Electronic commerce has been under intensive development in the transportation industry to achieve a competitive advantage in international markets.

Elevator: A complex including storage facilities, computerized loading; inspection rooms and docks to load and unload dry bulk cargo such as grain or green coffee.

Explosive cargo: Means cargo falling within Class A, B, and C explosives.

Export packers: Firms that securely pack export products into a container to crate to protect the cargo from damage during an ocean voyage.

Feeder service: Ocean transport system involving use of centralized ports to assemble and disseminate cargo to and from ports within a geographic area. Commodities are transported between major ports, then transferred to feeder vessels for further transport to a number of additional ports.

Fender piles: The wooden or plastic pilings on the outer edge of the wharf function like the fenders on a car. They are there to absorb the shock of a ship as it docks at the wharf and to protect the structural pilings that actually support the wharf. Fender piles are also called sacrifice piles since they are designed to be discarded after they are broken.

Fleeting: The area at which barges, towboats and tugs are berthed until needed. The operation of building or dismantling barge tows.

Foreign Trade Zone (FTZ) - Known in some countries as a free zone, a foreign trade zone (FTZ) is a site within the USA (in or near a U.S. Customs port of entry) where foreign and domestic goods are held until they are ready to be released into international commerce. If the final product is imported into the U.S., duties and taxes are not due until the goods are released into the U.S. market. Merchandise may enter a FTZ without a formal Customs entry or the payment of Customs duties or government excise taxes. In the zone, goods may be: stored; tested; sampled; repackaged or relabeled; cleaned; combined with other products; repaired or assembled, etc.

Free out: means the application of the Terminal Charges are for the account of the cargo.

Freight: Merchandise hauled by transportation lines.

Freight forwarder: An individual or company that prepares the documentation and coordinates the movement and storage of export cargoes. See also Customs house broker.

Gantry crane: Track-mounted, shoreside crane utilized in the loading and unloading of breakbulk cargo, containers and heavy lift cargo.

General cargo: Consists of both containerized and breakbulk goods, in contrast to bulk cargo. See: breakbulk, container, bulk, dry bulk). General cargo operations produce more jobs than bulk handling.

Grain elevator: Facility at which bulk grain is unloaded, weighed, cleaned, blended and exported.

Gross tonnage: The sum of container, breakbulk and bulk tonnage.

Harbor: A port of haven where ships may anchor.

Heavy hauler: A truck equipped to transport unusually heavy cargoes (steel slabs, bulldozers, transformers, boats, heavy machinery, etc.)

Heavy lift: Very heavy cargoes that require specialized equipment to move the products to and from ship/truck/rail/barge and terminals. This "heavy lift" machinery may be installed aboard a ship designed just for such transport. Shore cranes, floating cranes and lift trucks may also be adapted for such heavy lifts.

Home port: Port from which a cruise ship loads passengers and begins its itinerary, and to which it returns to disembark passengers upon conclusion of voyage. Sometimes referred to as "embarkation port" and "turn around port."

Hopper car: A freight car used for handling dry bulks, with an openable top and one or more openings on the bottom through which the cargo is dumped.

Hostler (or hustler): A tractor, usually unlicensed, for moving containers within a yard. An employee who drives a tractor for the purpose of moving cargo within a container yard.

Interchange: Point of entry/exit for trucks delivering and picking up containerized cargo. Point where pickups and deposits of containers in storage area or yard are assigned.

I.L.A. - International Longshoremen's Association, which operates on the East and Gulf Coasts. See **labor unions** and **longshoremen**.

I.L.W.U.- International Longshore and Warehouse Union, which operates on the West Coast. See **labor unions** and **longshoremen**.

Intermodal shipment: When more than one mode of transportation is used to ship cargo from origin to destination, it is called intermodal transportation. For example, boxes of hot sauce from Louisiana are

stuffed into metal boxes called containers at the factory. That container is put onto a truck chassis (or a railroad flat car) and moved to a port. There the container is lifted off the vehicle and lifted onto a ship. At the receiving port, the process is reversed. Intermodal transportation uses few laborers and speeds up the delivery time.

IMX: This is transportation shorthand for intermodal exchange. In an IMX yard, containers can be lifted from truck chassis to rail intermodal cars or vice versa.

ISO: International Organization for Standardization Is a worldwide organization formed to promote development of uniform standards across industries. Certain ISO standards and technical committees contribute to ocean transportation.

JIT: The abbreviation for "just in time," which is a way to minimize warehousing costs by having cargo shipped to arrive just in time for its use. This inventory control method depends on extremely reliable transportation.

Label cargo: Means the application of the Terminal Charges are for the account of the cargo .

Labor union: An organization of workers formed to serve members' collective interests with regard to wages and working conditions. The maritime unions within ports can include locals of the larger union, such as the General Longshore Workers; Clerks and Checkers; Sack-sewers, Sweepers, Water boys and Coopers; Dock Loaders and Unloaders of Freight Cars and Barges; Dray Clerks, Weighers and Samplers; plus the Seafarer's International Union; the National Maritime Union; the Marine Engineers' Beneficial Association and the Teamsters. Some laborers don't belong to a union.

Landlord port: At a landlord port, the port authority builds the wharves, which it then rents or leases to a terminal operator (usually a stevedoring company). The operator invests in cargo-handling equipment (forklifts, cranes, etc.), hires longshore laborers to operate such lift machinery and negotiates contracts with ocean carriers (steamship services) to handle the unloading and loading of ship cargoes. (See also: **operating port.**)

LASH: These 900-foot-long ships carry small barges inside the vessel. LASH stands for Lighter Aboard Ship. Just as cargo is transported by barge from the shallower parts of the Mississippi River to the Port of New Orleans for export aboard ocean-going ships, LASH barges are lifted into these unusual ships. Overseas, the ship can discharge clusters of barges in the open waters. Then several towboats will assemble the barges into tows bound for various ports and inland waterways, without the ship having to spend time traveling to each port.

Launch service: Companies that offer "water-taxi" service to ships at anchor.

LCL: The acronym for "less than container load." It refers to a partial container load that is usually consolidated with other goods to fill a container.

Length Overall (LOA): Linear measurement of a vessel from bow to stern.

Lift On-Lift Off (LO/LO): Cargo handling technique involving transfer of commodities to and from the ship using shoreside cranes or ship's gear.

Liner out: Means that the Line (Carrier) will pay the Terminal Charges.

LTL: Means a shipment that is "less than truckload". Cargoes from different sources are usually consolidated to save costs.

Long ton: A long ton equals 2240 pounds.

Longshoremen: Dock workers who load and unload ships, or perform administrative tasks associated with the loading or unloading of cargo. They may or may not be members of labor unions. Longshore gangs are hired by stevedoring firms to work the ships. Longshoremen are also called stevedores.

Manifest: The ship captain's list of individual goods that make up the ship's cargo.

Marine surveyor: Person who inspects a ship hull or its cargo for damage or quality.

Master: The officer in charge of the ship. "Captain" is a courtesy title often given to a master.

Maritime: (adjective) Located on or near the sea. Commerce or navigation by sea. The maritime industry includes people working for transportation (ship, rail, truck and towboat/barge) companies, freight forwarders and customs brokers; stevedoring companies; labor unions; chandlers; warehouses; ship building and repair firms; importers/exporters; pilot associations, etc.

Marshaling yard: This is a container parking lot, or any open area where containers are stored in a precise order according to the ship loading plan. Containers terminals may use a grounded or wheeled layout. If the cargo box is placed directly on the ground, it is called a grounded operation. If the box is on a chassis/trailer, it is a wheeled operation.

Mean low water (MLW): Lowest average level water reaches on an outgoing tide.

Mean high water (MHW): Highest average level water reaches on an outgoing tide.

Mixed shipment: Means a shipment consisting of articles described in and rated under two or more rate items of this Tariff.

Mooring dolphin: A cluster of pilings to which a boat or barge ties up.

Motor ship (MS) or motor vessel (MV): A ship propelled by internal-combustion engines.

NVOCC: A non-vessel-owning common carrier that buys space aboard a ship to get a lower volume rate. An NVOCC then sells that space to various small shippers, consolidates their freight, issues bills of lading and books space aboard a ship.

Neo-bulk cargo: Uniformly packaged goods, such as wood pulp bales, which stow as solidly as bulk, but are handled as general cargoes.

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.

Ocean carrier: Diesel-fueled vessels have replaced the old steamships of the past, although many people still refer to modern diesel ships as steamships. Likewise, the person who represents the ship in port is still often called a steamship agent. (**See:** steamship agent)

On-dock rail: Direct shipside rail service. Includes the ability to load and unload containers/breakbulk directly from rail car to vessel.

On-terminal rail: Rail service and trackage provided by a railroad within a designated terminal area.

One commodity: Means any or all the articles described in any one rate item in this Tariff.

Operating port: At an operational port like Charleston, South Carolina, the port authority builds the wharves, owns the cranes and cargo-handling equipment and hires the labor to move cargo in the sheds and yards. A stevedore hires longshore labor to lift cargo between the ship and the dock, where the port's laborers pick it up and bring it to the storage site. (See **landlord port.**)

Pallet: A short wooden, metal or plastic platform on which package cargo is placed, then handled by a forklift truck.

Pier: A structure which just out into a waterway from the shore, for mooring vessels and cargo handling. Sometimes called a finger pier.

Piggyback: A rail transport mode where a loaded truck trailer is shipped on a rail flatcar.

Pilot: A licensed navigational guide with thorough knowledge of a particular section of a waterway whose occupation is to steer ships along a coast or into and out of a harbor. Local pilots board the ship to advise the captain and navigator of local navigation conditions (difficult currents; hidden wrecks, etc.).

Port: This term is used both for the harbor area where ships are docked and for the agency (port authority), which administers use of public wharves and port properties.

Port-of-call: Port at which cruise ship makes a stop along its itinerary. Calls may range from five to 24 hours. Sometimes referred to as "transit port" and "destination port." (See also: **home port**)

Project cargo: The materials and equipment to assemble a special project overseas, such as a factory or highway.

Quay: A wharf, which parallels the waterline.

Railhead: End of the railroad line or point in the area of operations at which cargo is loaded and unloaded.

Railyard: A rail terminal at which occur traditional railroad activities for sorting and redistribution of railcars and cargo.

Reefer: A container with refrigeration for transporting frozen foods (meat, ice cream, fruit, etc.)

Refrigeration or reefer units: The protective cooling of perishable freight by ice, liquid nitrogen, or mechanical devices

Revenue tow: Means 1,000 kilos or 1 cubic meter as freight charges are assessed.

Ro/ro: Short for roll on/rolloff. A ro/ro ship is designed with ramps that can be lowered to the dock so cars, buses, trucks or other vehicles can drive into the belly of the ship, rather than be lifted aboard. A ro/ro ship, like a container ship, has a quick turnaround time of about 12 hours.

Rubber-Tired Gantry (RTG): Traveling crane used for the movement and positioning of containers in a container field. RTG's may also be used for loading and unloading containers from rail cars.

Sheddage: Regardless of the length of stay, a vessel is charged a one-time fee for use of shed space and/or marginal (waterside) rail track space. The charge is based on the length of a vessel.

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.

Short ton: A short ton equals 2,000. Lifting capacity and cargo measurements are designated in short tons.

Spreader: a device for lifting containers by their corner posts. The spreader bar on a container crane is telescopic to allow lifting various length containers.

Steamship: Today, ships that transport cargo overseas are powered by diesel fuel instead of steam. Many people still use the term "steamship," but the more modern term for the service is "**ocean carrier**" and for the ship itself, "**motorvessel**."

Steamship agent: The local representative who acts as a liaison among ship owners, local port authorities, terminals and supply/service companies. An agent handles all details for getting the ship into port; having it unloaded and loaded; inspected and out to sea quickly. An agent arranges for pilots; tug services; stevedores; inspections, etc., as well as, seeing that a ship is supplied with food, water, mail, medical services, etc. A steamship agency does not own the ship.

Steamship company: A business that owns ships that operate in international trade.

Steamship line: A steamship (ocean carrier) service running on a particular international route.

Stevedores: Labor management companies that provide equipment and hire workers to transfer cargo between ships and docks. Stevedore companies may also serve as terminal operators. The laborers hired by the stevedoring firms are called stevedores or longshoremen.

Straddle carrier: Container terminal equipment, which is motorized and runs on rubber tires. It can straddle a single row of containers and is primarily used to move containers around the terminal, but also to transport containers to and from the transtainer and load/unload containers from truck chassis.

Stripping: The process of removing cargo from a container.

Stuffing: The process of packing a container with loose cargo prior to inland or ocean shipment.

Tank barges: Used for transporting bulk liquids, such as petroleum, chemicals, molasses, vegetable oils and liquefied gases.

Tariff: Schedule, system of duties imposed by a government on the import/export of goods; also, the charges, rates, and rules of a transportation company as listed in published industry tables.

Terminal: The place where cargo is handled is called a terminal (or a wharf).

Terminal operator: The company that operates cargo handling activities on a wharf . A terminal operator oversees unloading cargo from ship to dock, checking the quantity of cargoes versus the ship's manifest (list of goods), transferring of the cargo into the shed, checking documents authorizing a trucker to pick up cargo, overseeing the loading/unloading of railroad cars, etc.

Toplift: A piece of equipment similar to a forklift that lifts from above rather than below. Used to handle containers in the storage yard to and from storage stacks, trucks and railcars.

Towboat: A snub-nosed boat with push knees used for pushing barges. A small towboat (called a **push boat**) may push one or two barges around the harbor. A large towboat is used to push from 5 to 40 barges in a tow is called a **line boat**. From the Port of New Orleans, line boats deliver cargo to Mid- America via the 14,500-mile waterway system flowing through the Crescent City.

(See also tug boat)

Tractor-trailer: Some trucks are a solid unit, such as a van, but many have three main units. The front section where the driver sits is called the cab or the tractor (because it pulls a load). Cargo is loaded into the metal box (container), which is loaded onto the wheel base called a chassis or a trailer. These big trucks are often also called 18-wheelers.

Trailer On Flat Car (TOFC): A container placed on a chassis that is in turn placed on a railroad car.

Tramp: A ship operating with no fixed route or published schedule.

Transit port: When the majority of cargoes moving through a port aren't coming from or destined for the local market, the port is called a transit (or through)port.

Transit shed: The shed on a wharf is designed to protect cargoes from weather damage and is used only for short-term storage. Warehouses operated by private firms house goods for longer periods.

Transshipment: The unloading of cargo at a port or point where it is then reloaded, sometimes into another mode of transportation, for transfer to a final destination.

Transtainer: A type of crane used in the handling of containers, which is motorized, mounted on rubber tires and can straddle at least four railway tracks, some up to six, with a lifting capacity of 35 tons for loading and unloading containers to and from railway cars.

Trucks: Heavy automotive vehicles used to transport cargo. In the maritime industry, cargo is often carried by tractor-trailers. The tractor is the front part of the vehicle, also called a cab. The trailer is the detachable wheeled chassis behind the tractor, on which containers or other cargoes are placed. (See: **common carrier; heavy hauler; drayage**)

Tugboat: Strong v-hull shaped boat used for maneuvering ships into and out of port and to carry supplies. A ship is too powerful to pull up to the wharf on its own. It cuts power and lets the tug nudge it in. Generally, barges are pushed by **towboats**, not tugs.

Twenty Foot Equivalent Unit (TEU): A unit of measurement equal to the space occupied by a standard twenty foot container. Used in stating the capacity of container vessel or storage area. One 40 ft. Container is equal to two TEU's.

U. S. Army Corps of Engineers: See **Corps of Engineers**.

U. S. Customs: See **Customs**.

Vessel: A ship or large boat.

Vessel operator: A firm that charters vessels for its service requirements, which are handled by their own offices or appointed agents at ports of call. Vessel operators also handle the operation of vessels on behalf of owners.

Warehouse: A place in which goods or merchandise is stored.

Way bill: The document used to identify the shipper and consignee, present the routing, describe the goods, present the applicable rate, show the weight of the shipment, and make other useful information notations.

Wharf: The place at which ships tie up to unload and load cargo. The wharf typically has front and rear loading docks (aprons), a transit shed, open (unshedded) storage areas, truck bays, and rail tracks.

Wharfage fee: A charge assessed by a pier or wharf owner for handling incoming or outgoing cargo.

Yard: a system of tracks within a certain area used for making up trains, storing cars, placing cars to be loaded or unloaded, etc.

Rule 16 –Symbols

	<u>Rate Basis</u>
AV	Ad
EA	Valorem
LS	Lump Sum
M	Measure
MBF	1000 Board Feet
PC	Per Container
W	Weight
WM	Weight/Measure

	<u>Hazard Codes</u>
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

Container Sizes

LTL	Less Than Load	43	43FT
20	20FT	45S	45FT 8' 00"
24	24FT	45	45FT 8' 6"
35	35FT	45A	45FT 9' High Cube
40S	40FT 8'	45B	45FT 9' 6" High Cube
40	40FT 8' 6"	45X	45FT Any Height
40A	40FT 9' High Cube	48	48FT
40B	40FT 9' 6" High	53	53FT
42	42FT	N/A	Not Applicable

Types

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

Temperature Types

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

Service Types

B	Barge
D	Door
M	Motor
R	Rail Yard
S	Container Freight Station
U	Rail Siding
V	Team Tracks
Y	Container Yard

Inland Transportation Modes

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

Weight

KGS	Kilograms
KT	1000 Kgs (Metric Ton)
LBS	Pounds
LT	Long Ton (2240 LBS)
ST	Short Ton (2000 LBS)

Volume

CBM	Cubic Meter
CBF	Cubic Feet

Length, Width, Height

CM	Centimeters
FT	Feet
IN	Inches
M	Meters

Rule 17 – General Rate Increase

Effective November 15, 2022 - Cargo receive date.

Rates are subject to General Rate Increase (GRI) and Peak-Season sur-charges based on the ocean carriers' filed GRI and Peak-Season surcharges. These charges may be passed through to Customer when a third party imposes these charges on Carrier in a manner that prohibits Carrier from providing advanced notice or, in certain circumstances, an amended NSA or NRA to Customer. Verification of pass-through charges can be provided upon request.

Rule 18 – Mandatory Submission Of Verified Gross Mass By Shipper

A. SOLAS REQUIREMENTS

Effective July 1, 2016, the Safety of Life at Sea Convention of 1974 ("SOLAS") requires that the person named as shipper on the ocean carrier bill of lading or equivalent document and/or who has concluded a contract of carriage with Carrier (hereinafter, the "Shipper") provide Carrier with the verified gross mass ("VGM") of containers to be transported by vessel. Under SOLAS, the Shipper may obtain the VGM by either (1) weighing the packed container using calibrated and certified equipment; or (2) weighing all packages and cargo items, including the mass of pallets, dunnage and other securing material to be packed in the container and adding the tare mass of the container to the sum of the single masses, using a certified scale approved by the competent authority of the jurisdiction in which packing of the container was completed. In certain jurisdictions, authorities may also determine alternative methods of determining the VGM to be compliant with SOLAS. SOLAS requires the VGM be submitted to the Carrier sufficiently in advance to be used in preparation of the vessel stowage plan. SOLAS prohibits Carrier from loading containers for which no VGM is provided.

B. PROVISION OF VGM

1. Time for Submitting VGM

In order to enable Carrier to comply with the requirements of SOLAS described above, Shipper or its authorized agent must provide Carrier with the VGM of cargo tendered to Carrier, calculated in accordance with applicable

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legal requirements, no later than the following deadlines:

(a) For cargo tendered to Carrier or its agent/contractor at the marine terminal no later than the VGM cut-off date which shall be determined by the applicable marine terminal.

(b) For cargo tendered to Carrier or its agent/contractor at an inland facility (including ramp or Shipper's facility), no later than the date the cargo is received by the Carrier at such facility.

2. Form of VGM

Shipper or its authorized agent shall submit VGM in any one of the following formats:

(i) EDI message (VERMAS, 304 message, XML)

(ii) Mallory Transportation System web portal

SOLAS requires that the VGM data submitted by Shipper indicate that the weight provided is the VGM and that it be signed by a person duly authorized by Shipper. Shipper or its agent may fulfill this signature requirement as follows:

(i) In the case of VGM provided via EDI, by including the name of the duly authorized person in CAPITAL LETTERS in the EDI information; or

(ii) In the case of VGM provided via electronic transmission (e.g., email, email-attachment or fax) or physical delivery of a hard copy document, by including a physical signature of the duly authorized person in the document or by including an electronic signature of the duly authorized person in the document (e.g., "signed by NAME IN CAPITAL LETTERS"), whichever is applicable.

The foregoing signature shall constitute a warranty by the individual that it is authorized to sign such document on behalf of Shipper.

C. DISCREPANCIES BETWEEN VGM AND SUBSEQUENTLY DETERMINED WEIGHT; ADMINISTRATIVE FEE

Carrier (including its agents/contractors) may, but is not under any obligation, to weigh cargo for which a VGM has been received. If the weight determined by Carrier or any other subcontractor differs from the VGM received from the Shipper or its agent, Carrier shall replace the VGM on all shipping documents with the weight determined by Carrier. In the event it is necessary to revise shipping documents pursuant to this Rule, an administrative fee of \$25 per container for each container for which the shipping documents had to be revised shall be payable to Carrier, with such fee to be for the account of the cargo and payable as additional freight.

D. FAILURE TO TIMELY SUBMIT VGM; NON-COMPLIANCE

If a loaded container is received without a VGM or if the VGM is not received by the deadline established under this rule, or if the Carrier determines at its discretion to weigh the loaded container due to non-compliance of SOLAS, Carrier shall have the option to either:

(i) Refuse to load the container until a VGM is supplied by Shipper, in which case any and all costs, fees, expenses, damages and/or penalties of every and any type, nature or source shall be for the account of the cargo, and shall be payable to Carrier as additional freight; or

(ii) Weigh the cargo on behalf of the Shipper and use that weight in lieu of the VGM, in which case a charge of \$300 per container, or the actual costs incurred by the Carrier in weight such container in case such cost is higher, shall apply for the account of the cargo, and shall be payable to Carrier as additional freight.

If a loaded container is denied admission to a marine terminal facility or rail ramp, whichever is applicable, due to the lack of a VGM or non-compliance with SOLAS, all costs, as noted herein, and any other costs and expense arising from the consequences of such denial shall be for the account of the Shipper and/or cargo.

E. PASS THROUGH COST ASSOCIATED WITH VGM

In the event the Carrier and / or the Port of Loading designate a VGM associated fee for weighing, filing, demurrage, handling, etcetera that specific charge, along with associated back-up, will be a pass-through charge billed to the underlying Shipper as noted on the Mallory Transportation System bill of lading.
