

ORIGINAL TITLE PAGE
TO
FMC LICENSE NO. 023080NF

EFFECTIVE DATE: APRIL 18, 2011

AGMARK LOGISTICS, LLC
A NON VESSEL OPERATING COMMON CARRIER

FREIGHT TARIFF NO. 1

NAMING

RATES TARIFF
AND
RULES AND REGULATIONS

GOVERNING THE TRANSPORTATION OF
BULK LIQUID COMMODITIES
IN ISO TANK CONTAINERS
VIA
DIRECT OCEAN SERVICE

FROM
WORLDWIDE (EXCLUDING EMBARGOED PORTS)
TO
WORLDWIDE (EXCLUDING EMBARGOED PORTS)

TARIFF PUBLISHED ONLINE AVAILABLE AT NO COST AT:
[HTTP://AGMARKLOGISTICS.COM/DOCS/AGMARKNVOCCTARIFF.PDF](http://agmarklogistics.com/docs/agmarknvocctariff.pdf)

ISSUED BY;

RICHARD HAGEMEYER
PRESIDENT
222 2ND AVENUE NORTH, SUITE 311
NASHVILLE, TENNESSEE USA 37201

TITLE PAGE (REVERSE)

ANTI-REBATING POLICY

AGMARK LOGISTICS, LLC HAS A POLICY AGAINST THE PAYMENT OF ANY REBATE BY THE COMPANY OR ANY OFFICER, EMPLOYEE, OR AGENT THEREOF WHICH PAYMENT WOULD BE UNLAWFUL UNDER THE UNITED STATES SHIPPING ACT OF 1984. SUCH POLICY HAS BEEN CERTIFIED TO THE FEDERAL MARITIME COMMISSION IN ACCORDANCE WITH THE SHIPPING ACT OF 1984 AND THE REGULATIONS OF THE COMMISSION SET FORTH IN 46 CFR 582.

U.S. FEDERAL MARITIME COMMISSION Tariff No: Agmark-001 (Rates Tariff)

Effective April 18, 2011, all Agmark rates have been converted to Negotiated Rate Agreements (NRA) as provided by the amended FMC regulations.

U.S. FEDERAL MARITIME COMMISSION Tariff No: Agmark-002 (Rules Tariff)

Rule 1 Scope

Rules, regulations and rates published herein apply to all included origin and destination ports and places worldwide.

A. ORIGIN PORTS:

Worldwide (excluding embargoed ports)

B. DESTINATION PORTS:

Worldwide (excluding embargoed ports)

C. SUBSTITUTED SERVICE (ALTERNATE PORT SERVICE)

This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of 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 Shipper would have borne had the shipment cleared through the port originally intended. For such service Carrier will provide through intermodal service via all combination of air, barge, motor and rail service. Intermodal Rates will be shown as single-factor through rates as specified in individual NRA's or combination through rates constructed by the addition of applicable inland factors. Carrier's liability will be determined in accordance with the provisions indicated in the Bill of Lading.

Rule 2 Applications of Rates and Charges

1. Rates published in this Tariff are stated in terms of U.S. currency and apply as rates per or multiplied by one of these Factors:
 - a. Container – Charges are for full container load (FCL)
 - b. Volume – Charges are expressed by volume measurement
 - i. US Gallons (USG)
 - ii. Liters (L)
 - c. Weight
 - i. Hundredweight (CWT) meaning 100 pounds
 - ii. Pounds (LBS)
 - iii. Kilograms (KG)
2. Rates may be expressed as minimums, where the actual factor is used unless the amount loaded is less than the minimum stated, whereupon the rate will be applied to the minimum.
3. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rates published herein apply from/to places where the common Carrier originates or terminates its actual ocean

carriage of cargo. Tolls, Wharfage, Cost of Landing, Terminal Handling and all other expenses in or beyond the port terminal area are for the account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against Carrier will be billed in an equal amount to the Owner, Shipper, or Consignee of the cargo.

Any "Point" (i.e. Port-to-Door, Door-to-Door, Door-to-Port) rates named in NRA's 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 (but not Origin or Destination Terminal Charges unless otherwise agreed in the NRA) 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.

4. Rates as published herein do not include Marine Insurance, Duty or Consular Fees.
5. 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 or other applicable customs documentation covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Import/Export Declaration or other applicable customs document. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs or other applicable customs authorities.

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

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

6. The rates shown on the NRA, except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
7. Except as otherwise provided, rates established for each NRA apply only to the specific commodity named and cannot be applied to analogous articles.
8. Wherever 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.
9. FORCE MAJEURE CLAUSE: Without prejudice to any of Carrier's rights or privileges under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, acts or threatened acts of terrorism, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interference with commercial intercourse arising from the above conditions and affecting Carrier's operations, Carrier reserves the right to cancel any outstanding booking or

contract in conformity with U.S. Federal Maritime Commission Regulations or other applicable rules.

10. When a commodity can properly be carried under more than one NRA, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the rate of the end use commodity e.g.: single strength orange juices would all be rated under "Single Strength Orange Juice" rather than "Orange Juice".

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

One rate is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Frozen Concentrated Orange Juice is more specific than Orange Juice.

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

12. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

13. TYPES OF SERVICE PROVIDED

PORT-TO-PORT (P/P)- The term port-to-port means containers packed by Shipper are delivered by Shipper or Shipper's designated inland carrier to and accepted by Carrier at a designated origin port, and are transported to a destination port for delivery to and pick-up by Consignee or Consignee's designated inland carrier.

DOOR-TO-DOOR (D/D) – The term Door-to-Door pertains to Carrier providing inland transportation from Shipper's designated facilities to Consignee's designated facilities.

DOOR-TO-PORT (D/P) – The term Door-to-Port pertains to Carrier providing inland transportation from Shipper's designated facilities to a destination port for delivery to and pick-up by Consignee or Consignee's designated inland carrier.

PORT-TO-DOOR (P/D) – The term Port-to-Door means containers packed by Shipper are delivered by Shipper or Shipper's designated inland carrier to and accepted by Carrier at a designated origin port and Carrier provides transportation from origin port to Consignee's designated facilities at destination.

14. SERVICE OPTIONS:

The following service types are available and pertain to rates contained in this tariff.

- a. Port (Port)
 - a. Port to Port (Port)
- b. Point (Point)
 - a. Door to Door (Door)
 - b. Door to Port (Door to Port)

c. Port to Door (Port to Door)

15. No, "less than container load" (LCL) rates are offered in this Tariff.

Rule 2-01 Per Container Rates

1. 20-ft container rates shown in NRA's cannot be used for containers of other sizes. 40-ft container rates shown in the NRA's may be used for 20-ft containers.
2. Use of carrier container does not grant exclusive use of the container.
3. Containers provided for loading will have been used for other loadings and will have been appropriately cleaned of those loadings according to customary practices. Wash tickets will be provided to Shipper showing prior lading and procedure used to wash the container of its prior lading. Should Shipper or Consignee have prior load restrictions, such must be communicated to Carrier prior to or at the time of booking. Charges for Containers rejected at the place of loading due to Shipper or Consignee's failure to inform Carrier will be for the account of cargo.

Rule 2-02 Shipper's Load and Count

- a) When containers are packed and sealed by Shipper, Carrier or his authorized agent will accept same as "Shipper's Load and Count" and entry on the Bill of Lading shall be so deemed.
- b) Shipper must furnish Carrier with a description of the goods and the gross weight or the volumetric measurement of the contents of the container. Carrier reserves the right to open and inspect the contents of a container in the presence of outside parties acceptable to the shipper, such agreement not to be unreasonably withheld.
- c) No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container or the legal highway weight as configured with tractor, chassis and container with lading, whichever is lower. Any charges incurred in rehandling cargo to meet this weight carrying capacity will be for the account of cargo.
- d) Carrier will not be directly or indirectly responsible for:
 - i) Damage resulting from improper loading or sealing of the container. Such damage to the cargo, the container, railcar, ocean going vessel or any other such conveyance or property or person is for the account of cargo. All tank containers are manufactured to pressure vessel code and are capable of being sealed air tight. It is the sole responsibility of the shipper and not the responsibility of the carrier to inspect each tank prior to loading to determine suitability for loading and capability for sealing. This is to specifically require the shipper, shipper's agent or loader under the shipper's control to inspect for cleanliness, integrity of gaskets and seals and functionality of all valves, manways, openings and appurtenances. Shippers sole recourse is limited to rejecting such equipment if found not suitable for loading and sealing and any damage resulting from improper loading or sealing is for the account of cargo.
 - ii) Any discrepancy in count or concealed damage.

- e) Shipments destined from or to more than one (1) point of origin or destination may not be packed by Shipper into the same container unless prior permission has been granted by Carrier in writing.

Rule 2-03 Inspection of Cargo in Containers

1. Carrier reserves the right (but is under no obligation) to open, inspect, and to have an independent professional surveyor or measurer verify the contents of a container with respect to description, weight and/or measurement, so indicated on the Bill of Lading, and reseal it with Carrier's seal.

2. A Shipper of any shipment whose cargo upon inspection is found by the Independent professional surveyor or measurer not to have been correctly described, weighed and/or measured shall be rebilled for any freight due and cost of inspection, based upon the Independent professional surveyor or measurer's Certificate.

3. For the purpose of this rule the term "Independent professional surveyor or measurer" shall extend only to those independent professional surveyor or measurers which have been duly appointed as such by Carrier.

4. When cargo in containers is required to undergo inspection by U.S. Customs, Department of Agriculture, Food and Drug Administration, Federal Railway Administration, or other such duly authorized worldwide government agencies, such inspections shall be at the risk and expense of the cargo, and all expenses paid by or billed through Carrier for these inspections shall be charged to the cargo, including the transporting of the container from Carrier facility to a place of inspection, and if required, stripping and reloading the cargo from and to the container, and returning the container to a Carrier facility if required.

Rule 2-04 Motor Carriers Scope of Operations

Not applicable

Rule 2-05 Impractical Operations

Pickup service will not be performed at any site from or to which such performance is impractical or unsafe through no fault of Carrier, because of the condition of roads, streets, driveways, or alleys, inadequate loading facilities, civil commotion, military actions or riots or other such causes.

Rule 2-06 Mixed Shipments at Per Container Rates

Not applicable

Rule 2-07 Overweight

Shipper/Consignee shall be jointly, severally and absolutely liable for any fine, penalty or other sanction imposed upon Carrier, its agent or participating Motor Carrier by authority for exceeding lawful over-the road limitations in connection with any transportation service provided under this Tariff and occasioned by any overloading, inaccurate documentation or other act of commission or omission of Shipper/Consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When Carrier pays such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and Carrier shall be entitled to full reimbursement therefore upon presentation of any appropriate invoice. Nothing in this Rule shall require Carrier, its agents or participating Motor Carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction

and Carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for the account of cargo.

Rule 2-08 Diversion of Cargo

A request for diversion of a shipment will be considered and will be subject to the following definitions, conditions and charges:

1. Definition of Diversion: A change in the original billed destination, which may also include a change in Consignee, order party, or both.

2. Conditions:

a. Requests must be received in writing by Carrier not less than 2 working days prior to the vessel's arrival at the interchange port or one working day prior to container's arrival at the intermodal destination. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.

b. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of Shipper or Consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading.

c. This Rule will apply to full Bill of Lading quantities of full container loads only.

d. A shipment may only be diverted once.

3. Charges

a. A Diversion is subject to a minimum administrative charge of US \$200.00 per container or the actual additional costs incurred by Carrier to affect the diversion, whichever is greater.

b. Additionally, a diverted shipment will be assessed the rate(s) and/or charges from origin to destination to which diverted in accordance NRA's on file, if applicable, or as otherwise agreed or filed.

c. Diversion charges and administrative charge are payable by the party requesting the diversion.

Rule 2-09 Density Rule

All cargo to be loaded into tank containers is subject to a maximum density such that the tank can be loaded to at least 80% of marked volumetric capacity and still be of legal weight.

Rule 2-10 Service

Carrier does not agree to transport shipments on any particular vessel nor in time for any particular market and will not be responsible for losses occasioned by unavoidable delays, but agrees to use all reasonable diligence in transporting all shipments.

Rule 2-11 Insurance

NRA rates do not include marine insurance unless specified in the NRA. However, as an accommodation to Shipper's written request, Carrier will place marine insurance and war risk insurance under its existing insurance (insurance) facilities at current rate. Cost of insurance will be for account of Shipper.

Rule 2-12 Limitation of Services

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

B. Nothing in this Tariff shall be constructed as to create any obligation for Carrier to institute or maintain any services from or to any place named herein, and all rates, rules and regulations will apply when services so mentioned are operating.

Rule 2-13 Parts

Not applicable.

Rule 2-14 Prior Booking

All Property transported under the provision of this Tariff must be booked with Carrier prior to shipment. Cargo booking must be made sufficiently in advance of scheduled sailing so that empty container (containers) may be furnished, loaded at Shipper's premises and returned to Carrier's container yard prior to departure of vessel on which cargo is booked. Shipper must specify the number and type of container desired to accommodate shipment at the time of booking.

Rule 2-15 Equipment Substitution

Not applicable.

Rule 2-16 Interport Consolidation

Not applicable.

Rule 2-17 Limit of Carrier's Liability

The liability of Carrier as to the value of the shipments at the rates herein provided shall be determined in accordance with the clauses of the Bill of Lading form. If Shipper's desire to be covered for a valuation in excess of that allowed by Carrier's regular Bill of Lading form, Shippers must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed to be Carrier's at the request of Shippers and upon payment of an additional charge of 3% ad valorem of the total declared valuation in addition to the stipulated rate on the commodities shipped as specified herein. If Shipper has elected to show value of the goods on the Bill of Lading, Shipper shall be deemed to have desired to be covered for the value in excess of that allowed by Carrier's regular Bill of Lading form, and must be assessed the above-mentioned additional charge.

Rule 2-18 Commodity Description on Bill of Lading

When Carrier is in doubt as to commodity description on the Bill of Lading, Carrier must assess the highest tariff rate applicable to the item or the General Cargo N.O.S. rate if the commodity is not shown in the tariff. Shippers must substantiate their claim for a lower rate by producing a certificate of origin issued by an official duly authorized to issue certificates by the applicable government.

Rule 2-19 War Risk

In the event that threat, existence or continuance of any present or future war or warlike condition of hostilities, terrorism or civil commotion or the existence or continuance of conditions which, in the opinion of Carrier indicate that there is a danger of any of the foregoing which may render impossible performance of its obligations due to the requisition, seizure or loss of any of Carrier's vessels or any other cause whatsoever, whether similar or dissimilar, which, in Carrier's sole judgment may directly or indirectly result in the imposition upon Carriers of any undue financial or other hardship or burden in the performance of its obligations or in an increase in rates of freight charged for ocean transportation generally, or in this trade; Carrier reserves the right of immediately canceling or suspending any or all of the obligations expressed under this engagement and/or Tariff relative contracts and/or booking rates. So far as cargo actually shipped may be concerned, the provisions of Carrier's Bill of Lading shall apply.

Rule 2-20 Articles Not Accepted

The following articles or property will not be accepted for transportation:

- Poisonous cargo;
- Radioactive materials;
- Non food grade material, unless otherwise agreed.
- Hazardous Materials, unless otherwise agreed.
- Undeclared Hazardous Materials per USDOT hazardous Materials Regulations (49 Code of Federal Regulations Parts 100-185) or the IMO International Maritime Dangerous Goods Code (IMDG).

Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable.

Rule 2-21 Packing and Labeling

All shipments tendered to Carrier must be packed, documented and placarded (if required) in such a manner as to insure safe transportation with ordinary care: Such packing shall meet the standards set for domestic shipping within the boundaries of the applicable countries and where applicable, the IMDG. All pieces of a shipment must also bear: marks and numbers, place of destination and country of origin. Carrier will not be responsible for Shipper's failure to observe the marking regulations of any destination country.

Rule 2-22 Contingency Clause

Rates and charges are quoted in U.S. Currency and have been determined with due consideration to the relationship of U.S. Currency to other currencies involved. In the event of any material change in this relationship Carrier reserves the right, upon publication in conformity with the provisions of the U.S. Shipping Act, 1984, as amended, to adjust the rates and charges as required to remove the adverse effect.

Rule 2-23 Service Levels

Premium Service: Customer designates specific vessel or vessel operator line for exclusive utilization.

Standard Service: Customer accepts transit time and frequency of sailing provided by Carrier on a regular basis.

Economy Service: Economy demands lowest rate regardless of transit time or service.

Rule 2-24 Security Manifest Documentation Charge

For the processing and on-going monitoring of relevant cargo manifest data which has to be provided to the U.S. Customs and Border Protection (CBP) for cargo loaded on a vessel at a non-U.S. port, a Security Manifest Documentation Charge of U.S.\$25 per bill of lading shall be payable to Carrier for each bill of lading issued by Carrier. In the event that we are required to amend the Security Manifest Cargo Declaration due to an error, omission or change by Shipper, a correction fee in the amount of U.S. \$25 per amendment declaration will be assessed. This charge shall be payable on the same basis as the ocean freight for the relevant bill of lading issued by Carrier (i.e., either prepaid or collect). In the event of non-payment of the charge, Carrier may collect the amount due from either Shipper or Consignee named in its bill of lading.

Rule 2-25 Prior Notice to and Registration with the U.S. Food and Drug Administration ("FDA")

A. Prior Notice and Registration Requirements. Pursuant to United States regulations, as amended, ("regulations"; see 21 C.F.R. Part1, Subparts H and I), the Food and Drug Administration ("FDA") must be provided with prior notice of the arrival of certain food (unless such food is subject to an exception under the regulations) that will be imported or offered for import into the United States (i.e., the continental U.S., Alaska, Hawaii and the Commonwealth of Puerto Rico). For certain food shipments arriving by water (unless such food shipment is subject to an exception under the regulations), the prior notice of arrival must be provided to the FDA at least eight (8) hours prior to vessel arrival in the United States port of entry. In addition to requiring prior notice of the arrival of certain food shipments (unless an exception applies under the regulations), the regulations also require that the owner, operator, or agent-in-charge of a certain food facility in the United States or a foreign country (unless such food facility qualifies for an exception under the regulations), which facility is engaged in the manufacturing/processing, packing, or holding of food for consumption in the United States, register such facility with the FDA ("subject food facility").

B. Responsibility for Prior Notice and Registration. It shall not be the responsibility of Carrier to submit or transmit prior notice to the FDA of the arrival of food shipments requiring such prior notice under the regulations. Instead, it shall be the responsibility of the party with knowledge of the required information to be submitted or transmitted to the FDA for such food shipments (e.g., the consignor, Shipper, Consignee, or other person, including any corporation, company or other legal entity owning or entitled to possession of the food shipment) (hereinafter referred collectively referred to as the "Cargo Interests"). Furthermore, unless Carrier is the owner, operator, or agent-in charge of a subject food facility required to register with the FDA under the regulations, it shall not be the responsibility of Carrier to register such subject food facility. Instead, it shall be the responsibility of the owner, operator, or agent-in charge of the subject United States or foreign food facility to register such facility with the FDA.

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

D. Failure to Comply.

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

2. In the event that any food shipment is delayed or refused entry into the United States due to the failure to comply with the regulations (e.g., failure to provide adequate prior notice of arrival or the failure of a subject food facility, other than a subject food facility of Carrier, to register properly with the FDA), or if it is determined that cargo which should have been refused entry has been permitted to enter the United States, then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and reimburse Carrier (and by booking a shipment with Carrier do thereby agree to indemnify, hold harmless and reimburse Carrier) for any and all costs, expenses, liabilities, damages, or losses incurred by Carrier as a result of such non-compliance including, but not limited to, costs of complying with orders and directions of FDA and/or CBP, costs for handling and storing cargo, costs for disposal including subsequent cleaning of equipment, demurrage, subsequent transport of the cargo by any mode of transportation, fines, penalties and other sanctions. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period and in no case be held liable for loss due to spoilage or other deleterious effects. In the event Carrier is forced to take legal action to collect amounts due hereunder, or to defend any action resulting from actions or events covered by this indemnity and hold harmless obligation, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnity and hold harmless obligation provided to Carrier shall also extend to its successors, assigns, agents, affiliates, contractors, employees, vessel-sharing partners, slot charterers, vessel owners, and insurers.

Rule 3 Rate Applicability Rule

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

Rule 4 Heavy Lift

Not applicable

Rule 5 Extra Length

Not applicable

Rule 6 Minimum Bill of Lading Charges

US\$25 per bill of lading; plus any additional charges; plus CAF.

Rule 7 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.

Both Shipper and Consignee of the goods or articles shipped shall be liable jointly and severally for all unpaid charges payable on account of a shipment pursuant to applicable tariffs including, but not confined to, sums advanced or disbursed by Carrier on account of such shipment, storage, detention, demurrage, freight and charges for re-export or return to origin of goods refused entry.

Rule 8 Bill(s) of Lading

All NRA's incorporate this section, Bill(s) of Lading when referencing the Carrier's Bill of Lading or BOL.

MULTIMODAL TRANSPORT OR PORT TO PORT SHIPMENT CONDITIONS

1. DEFINITIONS

'Carriage'	means the whole of the operations and services described by this document as undertaken by Carrier in respect of the Goods.
'Carrier'	means the party on whose behalf this negotiable bill of lading or non-negotiable sea/rail waybill has been issued as indicated on the face hereof. If the Goods are lost, damaged, or delayed on the sea portion of the Carriage, and the vessel owner or demise charterer seeks to limit its liability pursuant to 46 U.S.C. §§ 181 et seq. or pursuant to a similar global limitation regime of another nation, only the owner or demise charterer will be Carrier.
'Container'	includes any container, trailer, transportable tank, flat or pallet or any similar article used for the transportation of Goods.
'Dangerous Goods'	means any Goods that may present or are reasonably believed to present a danger to any means of transportation or place of handling or storage, whether the Goods are identified as dangerous by any authority or are not so identified. Dangerous Goods include, but are not limited to, Goods listed as dangerous by the United States Department of Transportation at 49 C.F.R. or the International Maritime Dangerous Goods Code of the International Maritime Organization of the United Nations or other regulatory agencies.
'Goods'	means the cargo described on the face hereof or on an attached or referenced manifest, whether packed in Containers or not, and includes any Container not supplied by or on behalf of Carrier.

'Merchant'	includes the consignor, Shipper, Consignee, the receiver of the Goods, any person, including any corporation, company or other legal entity owning or entitled to the possession of the Goods, or anyone acting on behalf of any such person.
'Package'	means the object referred to in the 'No. of Pkgs.' column on the face of this document.
'Signature'	means a written signature or an electronic signature.
'Special Carriage'	means ventilated, heated, or refrigerated Carriage or any other Carriage requiring special care.
'Subcontractor'	shall include direct and indirect agents, subcontractors, and their respective servants and agents.
'Vessel'	includes any vessel, ship, craft, lighter, vehicle and other means of transport used to perform the Carriage.

2. MULTIMODAL TRANSPORT OR PORT TO PORT NEGOTIABLE BILL OF LADING

If consigned "TO ORDER" or to a named Consignee "OR ORDER" this document will constitute a multimodal transport or port to port negotiable bill of lading. If this document constitutes a negotiable bill of lading, all original bills of lading, properly indorsed, must be surrendered when the cargo is delivered. If the person receiving the Goods from Carrier wishes to surrender fewer than all the original bills of lading that were issued, and if Carrier agrees to deliver against fewer than all the originals, the person receiving the Goods hereby agrees to indemnify Carrier against all damages which Carrier may be liable to pay as a result of delivering the Goods without surrender of all original bills of lading. If one original bill of lading is surrendered, other original bills of lading will be void. In any event, the negotiable bill of lading will become void six (6) months after it is issued.

3. MULTIMODAL TRANSPORT OR PORT TO PORT NON-NEGOTIABLE SEA/RAIL WAYBILL

If consigned to a named Consignee (and not "TO ORDER" or "OR ORDER") and the Waybill box on the face of this document is checked, this document will constitute a multimodal transport or port-to-port non-negotiable sea/air waybill and Carrier is under no obligation to demand the surrender an original counterpart of this document before delivering the Goods. If no box is checked, and not consigned "TO ORDER" or "OR ORDER" this document will constitute a non-negotiable bill of lading, and Carrier may, but is not required to demand its surrender of an original counterpart before release of the Goods.

4. CARRIER'S TARIFF

The Carriage of the Goods is subject to all of the terms and provisions of Carrier's tariffs on file or published or required to be filed or published, as the case may be, with the Federal Maritime Commission, or other regulatory body that may govern particular portions of the Carriage ("the Tariff"). The terms of the Tariff, including but not limited to applicable provisions of the Tariff relating to freight and other compensation due from Merchant, are incorporated herein. The relevant provisions of the applicable Tariff are obtainable from Carrier or its representatives upon request. In case of inconsistency between this document and the applicable Tariff, this document shall prevail except as otherwise required by law.

5. WARRANTY OF OWNERSHIP OR RIGHT OF POSSESSION

Merchant warrants that, in agreeing to the terms hereof, it is, or has the authority of, the person owning or entitled to the possession of the Goods.

6. SUBCONTRACTING, CONSOLIDATION AND PARTIES AGAINST WHOM CLAIMS MAY BE BROUGHT

6.1 The parties agree that part of the Carriage or all the Carriage or related services may be performed by Subcontractors.

6.2 Carrier shall be entitled to consolidate the Goods with other cargo and to procure the performance of the whole or any part of the Carriage by contracting with any person on any terms for the movement of a consolidated shipment that includes the whole or any part of the Goods.

6.3 In the event the Goods are lost, damaged, or delayed while onboard a Vessel and the Vessel owner or demise charterer initiates limitation proceedings as referred to in the definition of Carrier in clause 1 of this document, claims or suits may only be brought against that Vessel owner or demise charterer. In all other cases, claims or suits may be brought only against Carrier. In the event a claim or suit is brought against anyone participating in the performance of the Carriage other than Carrier, that party is entitled to all exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this document, any applicable Tariff, and any law governing it or incorporated by reference into it as if the protected party were a party to this document. These protected parties include, but are not limited to, Subcontractors, stevedores, terminals, watching services, participating land, air, or sea Carriers and their direct or indirect subcontractors. Each of these parties is a third party beneficiary of this document.

7. CLAUSE PARAMOUNT AND RESPONSIBILITY OF CARRIER

7.1 Clause Paramount. The contract of carriage evidenced by this document is governed with the force of law during any sea Carriage by the United States Carriage of Goods by Sea Act, 46 U.S.C. App. §§ 1300 et seq. (COGSA), which shall be deemed to be incorporated herein, and nothing contained herein shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities under COGSA. Except as provided herein, COGSA is also incorporated by reference as terms of the contract of carriage whether the Goods are carried on or under deck, whether or not the Carriage is in U.S. foreign trade, between U.S. ports, or between non-U.S. ports, before the Goods are loaded on and/or after the Goods are discharged from the Vessel, and throughout the entire time that the Goods are in the custody or are the responsibility of Carrier in performing the Carriage hereunder, whether acting as Carrier, bailee, stevedore, or terminal operator. All the rights, privileges, defenses, immunities from and limitations of liability provided in this document shall apply in any action against Carrier for loss of or damage to the goods, or otherwise in connection with the Goods, whether such action be founded in contract, tort, or otherwise.

7.2 Limitation of Liability. Subject to Shipper's declaration of a higher value as provided below, Carrier's liability for loss or damage to the Goods shall be limited as follows: for loss or damage occurring during any portion of the Carriage that is governed by COGSA, either by force of law or by incorporation as provided herein, Carrier's liability shall be limited to \$500 per package, a bulk container load being one package or for Goods not shipped in packages, per customary freight unit,; and for loss or damage occurring during any portion of the Carriage when such limitation provisions are inapplicable, Carrier's liability shall be limited to \$0.10 per pound, or such lower amount as may be provided by any applicable laws. Shipper or Merchant may avoid these limitations by declaring a higher value per kilogram, package, customary freight unit or entire shipment, as the case may be, by inserting such higher value on the face of this document, and paying a higher freight. In any event, Carrier shall not be liable for consequential damages.

7.3 Delay. Carrier shall not be liable for delay unless the parties have agreed in writing that the Goods will be delivered by a certain date and that damages of a certain amount will be incurred by Merchant if the Goods are not delivered by a certain date and the Goods, in fact, are not delivered by that date.

7.4 Exceptions. Carrier shall not be liable for any loss, damage, delay or failure in performance hereunder occurring at any time, including before loading on or after discharge from the Vessel or during any voyage, arising or resulting from the happening and/or threat and/or effects of one or more of the following: act of God, act of war, force majeure, quarantine restrictions, embargo, acts of public enemies, thieves, pirates, assailing thieves, arrest or restraint of princes, rulers or people, seizure under legal process, act or omission of Merchant, its agent or representative, strikes or lockouts, or stoppage or restraint of labor from whatever cause, partial or general (except that nothing herein shall be construed as relieving Carrier from responsibility for its own acts), riots or civil commotions, acts or threatened acts of terrorism, act, neglect or fault of the master, mariner, pilots or the servants of Carrier in the navigation or management of the Vessel, barratry, ice, explosion, collision, stranding, perils, dangers or accidents of the sea or other navigable waters, wastage in bulk or weight, or any other loss or damage arising from inherent defect, quality, or vice of the Goods, insufficiency of packing, insufficiency or inadequacy of marks, bursting of boilers, breakage of shafts or any latent defect in hull, equipment, machinery, hawsers or lines, unseaworthiness unless caused by want of due diligence by Carrier to make the Vessel seaworthy or to have her properly manned, equipped and supplied, and to make the holds, refrigerating and cooling chambers and all of other parts of the Vessel fit and safe for the reception, carriage and preservation of the Goods, saving or attempting to save life or property at sea or any deviation in rendering such service, loss of or material damage to the Vessel, or any similar or dissimilar cause beyond the control of Carrier.

7.5 Assignment and Subrogation. Merchant agrees that in consideration for any payment to Merchant by Carrier for any lost, damaged, or delayed Goods, Merchant will be deemed to have assigned its entire claim and cause of action to Carrier and that Carrier will be assigned and subrogated to Merchant's rights. Merchant agrees to execute papers required by Carrier to proceed as assignee and/or subrogee against third parties and to cooperate fully in any action brought by Carrier against other parties.

7.6 Ad Valorem. In the event that Shipper declares a value higher than the limitation amount as provided herein, any partial loss or damage to the Goods shall be adjusted pro rata on the basis of such declared value. Such value shall not exceed the actual value.

8. EVIDENCE OF DELIVERY IN GOOD CONDITION

Receipt by or delivery to the person entitled hereunder to delivery of the Goods without complaint or notice of loss or damage, in the manner and within the time periods as applicable and set forth below, shall be prima facie evidence that the Goods have been delivered in good condition and in accordance with this document.

9. COMPLAINT AND NOTICE OF LOSS OR DAMAGE, AND STATUTES OF LIMITATION

Any claim for loss or damage to Goods, or delay, occurring during any Carriage when COGSA does not apply with the force of law must be served on Carrier within nine (9) months of the date the Goods were delivered or should have been delivered. The place at which claims or other notices must be served is set forth at the bottom of this document. A failure to serve a claim within the nine (9) month period will prevent Merchant from later filing suit or other proceedings to recover for the loss, damage or delay. If the loss or damage were caused during the United States portion of the move, and if a claim were filed within nine (9) months, suit must be filed within two (2) years after the time Carrier declines the claim, in whole or in part, or the claim will be time barred. Merchant will indemnify Carrier against any damages Carrier may suffer as a result of Merchant's failure to give timely notice or otherwise fail to preserve a timely cause of

action against a responsible third party. Any claim for loss or damage to Goods, or delay, occurring during any Carriage when COGSA applies by force of law shall be made by giving notice of loss or damage in writing to Carrier or its agent, or endorsed on the receipt for the Goods. Said notice must include the general nature of the loss or damage and may be endorsed on the receipt for the Goods given by the person taking delivery thereof. If the loss or damage is apparent, said notice must be given before or at the time of the removal of the Goods into the custody of the person entitled to delivery of them under this document; if the loss or damage is not apparent, the notice must be given within three (3) consecutive days of delivery. Provided that: no notice need be given if the state of the Goods at the time of their receipt has been the subject of joint survey or inspection. If COGSA governed with the force of law at the time of the loss, damage, or delay, a claim need not be filed within nine (9) months of the date the Goods were delivered or the date on which they should have been delivered. Suit must, however, be commenced within one (1) year of the date the Goods were delivered or should have been delivered. Failure to commence suit within one year will eliminate the cause of action as untimely.

10. FIRE

Carrier shall not be liable for any loss or damage to the Goods arising or resulting from fire occurring at any time or at any place unless caused by the actual fault or privity of Carrier or of any servant, agent, or Subcontractor of Carrier.

11. SHIPPER-PACKED CONTAINERS

If a Container has not been packed or filled, or the Goods, whether in a container or not in a container, have not been prepared or packaged for transportation by or on behalf of Carrier, the provisions of this Clause shall apply. Carrier shall not be liable for loss of or damage to the contents and Merchant shall indemnify Carrier against any loss, damage, liability or expense incurred by Carrier if such loss, damage, liability or expense has been caused by: a) the manner in which the Container has been packed or filled; or (b) the unsuitability of the Goods for carriage in Containers; or (c) the unsuitability or defective condition of any Container supplied by or on behalf of Carrier, (i) arising without any want of due diligence on the part of Carrier to make the Container reasonably fit for the purpose for which it is required, or (ii) which would have been apparent on a reasonable inspection by Merchant at or prior to the time when the Container was packed or filled; or (d) the unsuitability or defective condition of any Container not supplied by or on behalf of Carrier; or (e) the lack of proper preparation or packing of the Goods for transportation.

12. OPTIONAL STOWAGE

Not Applicable.

13. SPECIAL CARRIAGE

13.1 Merchant warrants that, unless Special Carriage is requested and paid for, the Goods are fit to be carried in an unventilated, unheated, unrefrigerated Container or other stowage space. Carrier shall not, unless it specifically agrees in writing and in consideration for a higher freight rate, undertake to carry the Goods in refrigerated, heated, ventilated or any other special Container(s) or other stowage space(s), or to carry special Container(s) packed by or on behalf of Merchant, as such. Carrier will treat such Goods or Container(s) only as ordinary Goods or dry Container(s) respectively, unless special arrangements are noted on the face of this document and all special freight, as required, has been paid. Carrier shall not be liable for any loss or damage to the Goods caused by latent defects in the special Container or its equipment.

13.2 As regarding Goods that have been agreed to be carried in special Container(s), Carrier shall not be responsible for the control and care of the operating equipment of such Container(s) when the Containers are not in the actual possession of Carrier. Carrier does not warrant the suitability or performance of the equipment and Carrier shall not be liable for any loss or damage to the Goods caused by latent defects in the refrigeration equipment.

13.3 If the Goods have been packed into special Container(s) by Carrier and the particular temperature range requested by Merchant is inserted in the bill of lading, Carrier will set the thermostatic controls with the requested temperature range. The parties agree that the temperature will vary when a refrigerated Container or other refrigerated space is defrosted and when the refrigerated Container is being moved from and to various means of transportation or storage locations. The temperature of heated Containers may vary while they are moved from and to various means of transportation or storage locations.

13.4 If Carrier receives (a) special Container(s) into which the contents have been packed by or on behalf of Merchant, Merchant shall pre-cool or pre-heat the Goods and to stow them properly and to set the thermostatic controls properly. Carrier shall not be liable for loss of or damage to the Goods arising out of or resulting from Merchant's failure in such obligations.

14. INSPECTION OF GOODS

Carrier shall be entitled, but under no obligation, to open any Package or Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to such Package or Container or its contents or any part thereof, Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to cooperate the Goods, carry or to continue the carriage or to store the Goods ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this document. Merchant shall indemnify Carrier against any reasonable additional expense so incurred. Carrier in exercising the liberties contained in this Clause shall not be under any obligation to take any particular measures and Carrier shall not be liable for any loss, damage or delay howsoever arising from any action or lack of action under this Clause. The authority of Carrier to inspect the Goods and/or any inspection of the Goods by Carrier does not lessen Merchant's warranties set forth in Clauses 16, 21, 22 and 24 hereunder. Carrier relies solely on Merchant not to ship any Dangerous Goods.

15. DESCRIPTION OF GOODS

This document constitutes a receipt only for the external condition of the Packages or other units delivered to Carrier and the number of Packages or other units that were visible to Carrier. It does not act as a receipt for the number of Packages or items not readily and reasonably visible to Carrier at the time of delivery to Carrier.

16. MERCHANT'S WARRANTY AND RESPONSIBILITY

Merchant, not Carrier, has furnished the description of the Goods and the name and address of Shipper/exporter and Consignee on the face of this document. Merchant warrants that the description and the marks, numbers, quantities, weight of the Goods or their packages, and the name and address of Shipper/exporter and Consignee, are accurate and that they comply with all regulations of relevant authorities, including but not limited to dangerous or hazardous cargo descriptions and advance manifests required by various authorities such as the U.S. Bureau of Customs & Border Protection ('CBP.'). Merchant warrants that it will provide this information to Carrier at least 72 hours prior to Vessel loading and acknowledges that Carrier may refuse to load any of the Goods for which the information: (i) does not comply with all such regulations of relevant authorities; or (ii) is not provided to Carrier at least 72 hours prior to Vessel loading. Merchant agrees to indemnify Carrier for any and all costs (including, but not limited to,

inspection, storage and/or delivery costs) incurred by Carrier with respect to any of the Goods that are not loaded as a consequence of: (i) Merchant's failure to provide information that complies with all such regulations of relevant authorities; (ii) Merchant's failure to provide the information to Carrier at least 72 hours prior to Vessel loading; or (iii) the instructions of CBP, or other relevant authority (regardless of whether the information complies with applicable regulations or is furnished 72 hours prior to Vessel loading). Merchant furthermore agrees to indemnify Carrier completely for any other damage (including any penalties, liquidated damages or other sanctions imposed by CBP or other relevant authority) caused either wholly or partly by any breach of this warranty and responsibility.

17. FREIGHT AND CHARGES

17.1 Freight shall be payable, at Carrier's option, on any of the following bases: full container load, gross intake weight or measurement; gross discharge weight or measurement; ad valorem; per Package or lump sum; or any other applicable rate as set forth in Carrier's applicable NRA. Freight may be calculated on the basis of the description of the Goods furnished by Merchant, but Carrier may at any time, weigh, measure and value the Goods and open Packages to examine contents in case Merchant's description is found to be erroneous and additional freight is payable. Merchant and the Goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring, fumigating and valuing the Goods.

17.2 Full freight to the place of delivery named herein and all advance charges against the Goods shall be considered completely earned on receipt of the Goods by Carrier or by its Subcontractor, whether the freight or charges be prepaid or be stated or intended to be prepaid or to be collected at port of discharge or destination or subsequently, and Carrier shall be entitled absolutely to all freight and charges, whether actually paid or not, and to receive and retain them under all circumstances whatsoever, the Goods lost or not lost, or the voyage changed, broken up, frustrated or abandoned. Full freight shall be paid whether the Goods be damaged or lost, or Packages or customary freight units be empty or partly empty.

17.3 All freight and charges shall be paid in full and without any offset, counterclaim or deduction, in the currency named in this document or, at Carrier's option, in its equivalent in local currency at bank demand rates of exchange in New York as of the date payment of freight shall be due hereunder. Any error in freight or in charges or in the classification herein of the Goods is subject to correction, and if, on correction, the freight or charges are higher, Carrier may collect the additional amount and the expenses of determining the correct classification of the Goods, correcting the freight rate and collecting the correct freight.

17.4 Surcharges may be imposed for increased expenses incurred by Carrier. Such charges include, but are not limited to, bunker or fuel charges, war risk insurance premium, and charges necessary to cover other expenses.

17.5 Merchant and the Goods *in rem* shall be jointly and severally liable to Carrier for the payment of all freight, demurrage, General Average, salvage and other charges, including but not limited to court costs, expenses and reasonable attorneys' fees incurred in collecting sums due Carrier under this document or any contract preliminary hereto. Merchant agrees to pay any payment on account that is requested by a General Average Adjuster without regard to Merchant's view of Carrier's entitlement to General Average. Payment of ocean freight and charges to a freight forwarder, broker or anyone other than Carrier or its authorized agent, shall not be deemed payment to Carrier and shall be made at payer's sole risk.

18. LIEN

18.1 Carrier shall have a lien on the Goods, which shall survive delivery, for all freight, dead freight, demurrage, damage, loss, charges, including equipment charges, General Average contributions to whosoever due, expenses and any other sums whatsoever payable by or

chargeable to or for the account of Merchant under this document and any contract preliminary hereto, or any other account between Carrier and Merchant or any affiliate of Merchant on prior shipments, released or not released, and the cost and expenses of recovering the same, and may sell the Goods privately or by public auction without notice to Merchant. If on sale of the Goods, the proceeds fail to cover the amount due and the cost and expenses incurred, Carrier shall be entitled to recover the deficit from Merchant.

18.2 If the Goods are unclaimed after a reasonable time, or the time set forth in any applicable warehouse receipt or bill of lading, whenever in Carrier's opinion the Goods will become deteriorated, decayed or worthless, Carrier may, at its discretion and subject to its lien and without any responsibility attaching to Carrier, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of Merchant.

19. RUST, MOLD, CONDENSATION, SANITATION, ETC.

It is agreed that when Carrier provides tank containers, it is Carrier's responsibility to deliver such a container that Carrier believes to be suitable for the intended lading. It is the sole responsibility of the Shipper to determine whether or not to load such a container and that all risk passes to the Shipper once loading begins and that the Shipper holds Carrier harmless in the event that the container was not suitable for loading except in the event of latent defects in the construction of the container. Carrier's sole obligation for rejected containers is to replace rejected containers, provided such containers are available. It is agreed that superficial rust, oxidation or cladding damage outside the Container or any like condition not affecting structural integrity or seaworthiness and not coming in contact with the contents of the tank container is not the responsibility of Carrier and does not constitute reason for rejection of the container or the lading. If Merchant requires special arrangements or care for the carriage of such Goods, Merchant must request same in writing to Carrier and said arrangements must be noted on the face of this document and all special freight, as required, must be paid by Merchant. It is agreed that superficial rust, oxidation, or condensation on steel constitutes good order and condition, and that no exception will be taken on this document for such conditions.

20. METHODS AND ROUTE OF TRANSPORTATION

20.1 The Goods will probably be carried on several modes of transportation and on several different means within each mode. Carrier may use any means, including but not limited to, one or more Vessels, trucks and trains to perform the Carriage.

20.2 Merchant agrees that Carrier may use any route, direct or indirect, without giving Merchant notice of such route. The Carriage may also be interrupted without notice to Merchant.

21. DANGEROUS, HAZARDOUS OR NOXIOUS CARGO

Dangerous Goods will be properly packaged, documented, marked and placarded (if applicable) and otherwise prepared for transportation by Merchant. Merchant shall give Carrier proper and timely written warning that such Goods will be shipped and Merchant shall give Carrier instructions for the proper handling and care of such Goods. Any such Goods shipped without full disclosure in writing to Carrier as to their nature and character, may at any time before discharge be landed at any place, thrown overboard, destroyed or rendered innocuous without liability on the part of Carrier or other Shippers or Consignees. Even if such disclosure is made, the same disposition of such Goods is warranted if Carrier, in its sole discretion, considers that they shall be or become dangerous or noxious to the Vessel or other means of transportation or other cargo, or persons. Merchant shall indemnify Carrier for all losses, damages, liabilities, fines, civil penalties and expenses (including attorneys' fees) incurred by Carrier, caused in whole or in part by the Goods. Merchant agrees to so indemnify Carrier even if Merchant did not know nor had reason to know of the dangerous propensity of the Goods shipped. Carrier may accept or reject at its option any dangerous Goods offered for transportation.

22. REGULATIONS RELATING TO GOODS

Merchant shall comply with all regulations or requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses, whether imposed on the Goods or any Vessel or other conveyance carrying the Goods, incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient description, marking, numbering or addressing of Goods, and shall indemnify Carrier in respect thereof.

23. NOTIFICATION AND DELIVERY

Carrier will notify the party identified as the notify party or the Consignee on the face hereof or the attached manifest when the Goods are ready for delivery.

24. CARRIER'S CONTAINERS

24.1 Merchant shall assume full responsibility for and shall indemnify Carrier against any loss of or damage to Carrier's Container(s) and other equipment which occurs while in the possession or control of Merchant, his agents or any Carrier (other than Carrier) which is engaged by or on behalf of Merchant.

24.2 Carrier shall in no event be liable for and Merchant shall indemnify and hold Carrier harmless from and against any loss of or damage to property of other persons or injuries to other persons caused by Carrier's container(s) or the contents thereof during handling by, or while in the possession or control of, Merchant, his agents or any Carrier (other than Carrier) which is engaged by or on behalf of Merchant.

25. BOTH-TO-BLAME COLLISION

If a Vessel on which the Goods are being carried collides with another vessel as the result of the negligence or fault of both vessels and Merchant collects payment for loss or damage to the Goods from the other vessel, and the other vessel obtains a contribution toward that damage payment from Carrier, Merchant will reimburse Carrier for that contribution.

26. GENERAL AVERAGE

General Average shall be adjusted, stated and settled, according to York/Antwerp Rules, 1994, except Rule XXII thereof, at such port or place in the United States as may be selected by Carrier, and as to matters not provided for by said Rules, according to the laws and usages at a port designated by Carrier. In connection with such adjustment, disbursements in foreign currencies shall be exchanged into legal tender of the United States at the rate prevailing on the dates made and allowances for loss of or damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security as may be required by Carrier must be furnished before delivery of the Goods. Such cash deposit as Carrier may deem sufficient as additional security for the contribution of the Goods and for any salvage and special charges thereon, shall, without prejudice to the ultimate liability of the parties, be made by the Goods, Shipper or the Consignee to Carrier before delivery. Merchant agrees to pay any and all requests by the General Average Adjuster for payments on account. Such deposits shall, at the option of Carrier, be payable in legal tender of the United States. In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to Carrier's or its Subcontractor's negligence or not, for which, or for the consequence of which, Carrier is not responsible to the Goods, Shipper or the Consignee by statute, contract, or otherwise, the Goods, Shipper and Consignee shall contribute with Carrier in General Average to the payment of any sacrifices, losses, or expenses of a General Average nature that may be made or incurred and shall pay salvage,

general and special charges incurred in respect of the Goods. If a salving ship is owned and operated by Carrier or another water Carrier transporting the Goods, salvage shall be paid as fully as if such salving ship belonged to strangers. Merchant appoints Carrier to act on behalf of the Goods in any salvage proceeding, unless Merchant arranges for separate representation.

27. VARIATION OF THE CONTRACT, ETC.

No servant or agent of Carrier shall have power to waive or vary any term of this document unless such waiver or variation is in writing and is specifically authorized or ratified in writing by Carrier. If any part of this document is rendered void by any law, the remainder of this document will remain in force.

28. LAW AND JURISDICTION

This document shall be governed by the federal law of the United States, or, if federal law is not applicable, by the law of the State of Tennessee, notwithstanding that law's choice of law rules, and all claims or disputes or questions arising from this document, including those relating to limitation of liability, shall be determined exclusively in the courts of competent jurisdiction in Davidson County, Tennessee, United States which shall have exclusive jurisdiction over all disputes arising from this document to the exclusion of the jurisdiction of any and all other courts. If the United States District Court for the Middle District of Tennessee does not have subject matter jurisdiction over the dispute, the dispute will be determined in a Tennessee State court within Davidson County, Tennessee. All claims hereunder must be filed against Agmark Logistics LLC Attention: Claims Department. Service of process for suits must be filed against Carrier care of Agmark Logistics LLC at the below address. They will be deemed filed when they are received certified mail, return receipt requested.

Rule 9 Freight Forwarder Compensation

Not Applicable.

Rule 10 Surcharges and Arbitraries

For Applicable Surcharges see sub-rules under this heading.

Rule 10-01 Origin Outport Arbitrary

Not applicable

Rule 10-02 Currency Adjustment Factor

Not applicable

Rule 10-03 Documentation Fee

If documentation fee is not included in the NRA quotation, a documentation fee of US\$25 per Bill of Lading to be prepaid at Origin will be assessed before issuance of Bill of Lading.

Rule 10-04 Bunker Charge or Bunker Adjustment Factor (BAF)

If Bunker Charge is not included in the NRA quotation, the Bunker Charge, Fuel Surcharge, FSC, BAF or other such fuel adjustment factor will be the factor or charge of the selected Vessel

Operating Common Carrier, Trucker, Railroad or other such transportation provider as published by that provider at the time shipments are tendered hereunder.

Rule 10-05 Port Surcharge

If Port Surcharge fee is not included in the NRA quotation, the Port Surcharge will be the actual fee(s) assessed on Carrier by a Port.

Rule 10-06 Canal Charge

If Canal Charge fee is not included in the NRA quotation, the Canal Charge will be the actual fee(s) assessed on Carrier by a Canal.

Rule 10-7 Alameda Corridor Charge

If Alameda Corridor Charge fee is not included in the NRA quotation, the Alameda Corridor Charge will be the actual fee(s) assessed on Carrier by the Alameda Corridor.

All cargo moving via the ports of Los Angeles, Long Beach or San Pedro, California that is transported by rail through or out of Southern California, whether or not actually carried over the Alameda Corridor will be subject to a charge in the following amounts:

2011 Charge per TEU effective 1/1/2011:

Loaded 20-foot container -- \$19.89
Empty TEU and Loaded Non-Waterborne TEU \$5.03

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

Rule 11 Minimum Quantity Rates

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

Rule 12 Ad Valorem Rates

A. The liability of Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of Carrier's regular Bill of Lading form.

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

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be three (3%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate.

Rule 13 Transshipment

Not Applicable.

Rule 14 Co-Loading in Foreign Commerce

Not applicable

Rule 15 Open Rates in Foreign Commerce

Not Applicable.

Rule 16 Hazardous Cargo

Cargo defined as Hazardous Material in the IMO International Maritime Dangerous Goods ("IMDG") Code, including any Explosives, Inflammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's option of acceptance and to special booking arrangements.

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

Rule 17 Not Used

Rule 18 Returned Cargo in Foreign Commerce

Shipper and Consignee are jointly and severally liable for all freight and charges for re-export and return of cargo refused entry or not claimed at destination.

Rule 19 Shippers Requests in Foreign Commerce

Any Shipper situated in the United States may transmit his requests and complaints as hereinafter defined to Carrier or to any agent acting for him in the Port of Loading, or Carrier's agents in the United States at the address indicated in the Organization Tariff Record.

Any written notice including telex, cable or other printed electronic communication is Acceptable.

As used in this rule, the phrase "Requests and Complaints" means any communication requesting a change in tariff rates, rules or regulations; objecting to rate increase or other tariff

charges; and protests against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for rate information, sailing schedules, space availability and the like are not included in the foregoing.

Consultation will be arranged upon receipt of a written request by Carrier in order to resolve any disputes, claims or controversies which may arise.

Rule 20 Overcharge Claims

A. All claims for adjustment of freight charges must be presented to Carrier in writing, within statutory limits or within three (3) years, whichever is less, after the date of shipment. Any expenses incurred by 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 base on alleged errors in cargo description, tariff application, cargo weight and/or measurement, refunds will only be considered as follows:

1. Claims must contain the following original or certified documents:

- (a) Bill of Lading
- (b) Packing List
- (c) Commercial Invoice
- (d) Custom Entry Permit/Import Declaration, as applicable
- (e) Customs Export Declaration as applicable

2. If claim is presented to Carrier in writing, cargo may be inspected at port of loading or at destination:

- (a) By Carrier's agent
- (b) Jointly by Shipper or Consignee and Carrier's agent, or
- (c) By a marine surveyor when requested by Carrier's agent.

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

D. Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, pursuant to Section 11 (g) of the Shipping Act of 1984. Such claims must be filed within three years of the date the cause of action accrues.

E. Complaints seeking reparation pursuant to Section 11(G) of the Shipping Act of 1984, shall be filed within three (3) years after the cause of action is accrued.

Rule 21 Use of Carrier Equipment

Carrier furnished tank containers shall be supplied in all NRA's unless otherwise specified.

Rule 22 Automobile Rates in Domestic Offshore Commerce

Not Applicable.

Rule 23 Carrier Terminal Rules and Charges

For applicable charges see sub-rules under this heading.

Rule 23-01 Carrier Terminal Handling Charge

Not applicable.

Rule 23-02 Carrier Facility Receiving Charge

Not Applicable.

Rule 23-03 Carrier Receiving Charge or Terminal Handling Charge

Not Applicable.

Rule 23-04 Carrier Destination Delivery Charge

Not Applicable.

Rule 24 NVOCCs in Foreign Commerce: Bonds and Agents

1. Carrier has filed a valid surety bond with the Federal Maritime Commission on form U.S. FEDERAL MARITIME COMMISSION-48 in the amount of US\$75,000 as required by 46 CFR Part 515.21.

Name and Address of Bond Issuing Surety Company:

CA Shea & Co.
6 Mill Ridge Lane
Chester, NJ 01930

2. Carrier has designated the following as Legal/Resident Agent in the United States as required by 46 CFR Part 583.5 for the receipt of judicial and administrative process, including subpoenas.

A. Name of Resident/Legal Agent:

Richard Hagemeyer
222 2nd Ave N, #311
Nashville, TN 37201
USA

Any contact or correspondence should be directed to Carrier at U.S. Address shown in the Organization Profile.

B. If the designated Legal Agent cannot be served because of death, disability, or unavailability, the Secretary, Federal Maritime Commission, will be deemed to be the Legal Agent for service of process.

C. Service of administrative process, other than subpoenas, may be affected upon the Legal Agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

Rule 25 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 Part 583.7(a) and (b) (1) and (2).

Rule 26 Time/Volume Rates in Foreign Commerce

Not Applicable.

Rule 27 Loyalty Contracts in Foreign Commerce

Not Applicable.

Rule 28 Definitions

Not Applicable.

Rule 29 Symbols

RATE BASIS	HAZARD CODES
AV Ad Valorem	A IMO Stow Category A
EA Each (As Defined)	B IMO Stow Category B
LS Lump Sum	C IMO Stow Category c
M Measure	D IMO Stow Category D
MBF 1000 Board Feet	E IMO Stow Category E
PC Per Container	HAZ Hazardous
W Weight	NHZ Non-Hazardous
WM Weight/Measure	N/A Not Applicable
CWT Hundredweight	

CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

SIZES

LTL LESS THAN LOAD	43 43FT
20 20FT	45S 45FT 8'0"
24 24FT	45 45FT 8'6"
35 35FT	45A 45FT 9'0" HIGH CUBE
40S 40FT 8'0"	45B 45FT 9'6" HIGH CUBE
40 40FT 8'6"	45X 45FT ANY HEIGHT
40A 40FT 9'0" HIGH CUBE	48 48FT
40B 40FT 9'6" HIGH CUBE	53 53FT
40X 40FT ANY HEIGHT	N/A NOT APPLICABLE
42 42FT	

TYPES

AC Atmosphere Control	OT Open Top
DF Drop Frame	PC Dry
FB Flat Bed	PL Platform
FR Flat Rack	RE Reefer
GC Garment Container	TC Tank

HH	Half Height	TL	Top Loader
IN	Insulated	TR	Trailer
N/A	Non-Containerized Cargo/Not Applicable	VR	Vehicle Racks

TEMPERATURE		SERVICE	
AC	Artificial Atmosphere Control	B	Barge
CLD	Chilled	D	Door
FRZ	Frozen	M	Motor
HTD	Heated	R	Rail Yard
N/A	Not Applicable/Not Operating	S	Container Freight Station
RE	Refrigerated	U	Rail Siding
VEN	Ventilated	X	Team Tracks
		Y	Container Yard

SYMBOL EXPLANATION

(A).....Increase
 (C).....Change in wording which results in neither Increase nor Reduction
 (E).....Expiration
 (I).....New or Initial Matter
 (R).....Reduction
 (P).....Extension of Service to Additional Port(S)
 (S).....Special Case Matter
 (T).....Terminal Rates, Charges or Provisions over which Carrier has no control
 (W).....Same Day Withdrawal of Erroneous Data
 (X).....Exemption for Controlled Carrier Date in U.S./Bilateral Trades
 X.....Times (Measurement to Weight Ratio Factor)
 %.....Percent
 '.....Foot (Feet)
 ".....Inch(es)
 &.....And
 \$.....Dollar(s)
 /.....or (Per)

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
 USG US Gallons
 L Liters

LENGTH, WIDTH AND HEIGHT

FT Feet
 IN Inches
 M Meters

SERVICE CODE EXPANSION TABLE

The following service codes are attached to the _____'s (Tariff Line Items) or individual commodity rates published in this tariff. The explanation or "expansion" indicated below is for text cross reference and reflects the actual ATFI data on file with the Federal Maritime Commission.

Service Code	Service Provided
/A	YY, YS, SY, SS
/B	YY, YS, SY
/C	YD, SD
/D	DY, DS

Rule 30 Access To Tariff Information

A. PAPER COPIES OF TARIFF MATERIAL:

Not Applicable

B. OFFICIAL COPY OF TARIFF:

The official version of a tariff will be the version of any and all tariff objects published and effective on a specific date in the Carrier's website and archives.

During a major emergency where Carrier's host processor is inaccessible due to an equipment breakdown in the system, the official tariff of a tariff owner shall be that maintained by Carrier for public access during just such an emergency; please call (615) 313-6599 for access and a fax copy.

Access will be provided by the tariff publisher during their normal business hours of 9:00 AM to 5:00 PM US Central Standard Time at a charge of \$1 per page for copying.

Rule 31 Seasonal Discontinuance

Not Applicable.

Rule 32 Reserved

Reserved

Rule 33 Project Rates

Not Applicable.

Rule 34 Terminal Tariffs

Not Applicable.

Rule 35 - Submission of Advance Cargo Manifest Information

A. Submission of Advance Cargo Manifest Information for Shipments To or Through the United States; Deadline for Same.

Pursuant to United States Customs Service regulations issued on October 31, 2002, with an effective date of December 2, 2002, Carrier is required to provide the United States Customs Service (Department of Homeland Security) with advance cargo manifest information for all cargo on board a vessel that will call in the United States (i.e., cargo imported and entered in the United States and foreign cargo remaining on board) not later than 24 hours prior to the time the cargo is loaded on the U.S. bound vessel in the non-U.S. port of loading. The United States Customs Service can impose severe monetary penalties and other sanctions on Carrier, Shipper and other parties for the failure to provide timely, true, complete and accurate advance cargo information in compliance with the regulations. In order to enable Carrier to comply with this requirement, any Shipper who tenders cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must submit the following information timely, truthfully, completely and accurately to Carrier in writing (including electronic submission) not later than the deadline referenced below:

1. A precise description of the cargo (or the 6-digit Harmonized Tariff Schedule (HTS) numbers under which the cargo is classified), the numbers and quantities of the cargo and its weight. General or vague descriptions such as "FAK," "General Cargo," "Said to Contain", "Foodstuffs" and "Chemicals" are NOT acceptable descriptions; for example, for a shipment of "motorcycle bumpers, fenders and handlebars," the description "motorcycle parts" is NOT sufficient but "motorcycle bumpers, fenders and handlebars" is. The numbers and quantities must be expressed in terms of the lowest external packing unit; for example, a container containing 10 pallets with 200 cartons must be identified as 200 cartons and NOT 10 pallets.
2. Shipper's and actual Manufacturer's complete names and addresses or, if applicable, the United States Customs Service-assigned identification number for Shipper and Manufacturer. The names must reflect the complete legal names and the addresses must reflect the actual physical addresses, including streets, cities, countries and other applicable postal information.
3. The Ultimate Consignee's complete name and address or, in the case of 'to order' shipments where the cargo is sold in transit, the complete name and address of the owner or owner's representative. However, if the Ultimate Consignee's name and address is available, Shipper must disclose this information. The name must reflect the complete legal name and the address must reflect the actual physical address, including street, city, country and other applicable postal information.
4. The internationally recognized hazardous material code when such materials are being shipped.
5. For containers loaded by Shipper or other party, the container number.
6. For containers sealed by Shipper or other party, the seal number. The seal number is the number of the last person/entity to load the container. Participants in the Customs-Trade Partnership Against Terrorism ('C-TPAT') must affix seals to all loaded containers.

THE DEADLINE FOR SHIPPER SUBMISSION TO CARRIER OF THE FOREGOING ADVANCE CARGO MANIFEST INFORMATION FOR CARGO TENDERED AT EACH NON-U.S. PORT OF LOADING SHALL BE PUBLISHED IN WRITING (INCLUDING VIA ELECTRONIC TRANSMISSION DIRECTLY TO SHIPPER) BY THE LOCAL OCEAN FREIGHT AGENT.

B. Certification of Shipper.

Prior to each time that it books cargo with Carrier, Shipper shall certify to Carrier in writing on a form provided by Carrier that it will timely submit the true, complete and accurate advance cargo information described in section A and required by Carrier for submission to the United States Customs Service. The certification shall be signed by a person duly authorized to do so and shall attest that the information furnished is true, complete and accurate.

C. Failure to Provide Timely, True, Complete and Accurate Advance Cargo Information; Penalties and Sanctions.

In the event Shipper fails to provide timely, true, complete and/or accurate advance cargo information to Carrier for all information required in section A, Carrier may, among other parties, including Shipper, be assessed a significant monetary penalty and/or other sanctions. In addition, for any such failure, the United States Customs Service may (1) prohibit the loading of the cargo aboard a vessel and (2) deny permission to unload cargo from a vessel calling in the United States. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the advance cargo information required by section A of this rule by the deadline specified therein; (ii) true, complete and accurate information required by section A of this rule; or (iii) the certification required by section B of this rule by the date specified therein.

RULE 40 - NVOCC SERVICE ARRANGEMENTS ("NSAs")

1. The following Rules set forth in this Tariff shall apply to all shipments and cargoes moving or booked pursuant to any NVOCC Service Arrangement ("NSA") between Carrier and any Shipper pursuant to Rules of the Federal Maritime Commission at 46 Code of Federal Regulations, Part 531, regardless of whether the ports or places or receipt, loading, discharge or delivery are within the Scope set forth in RULE 1:

1.1. The following Rules shall apply to all shipments and cargoes moving or booked pursuant to any NSA: RULES 2-10 through 2-10 inclusive, 8, 9, 12, 13, 14, 16 - 19 inclusive, 23, 24, 25, 28, 29, 30, 33, 35 and 101 - 108 inclusive. In the event of any conflict between the provisions of such Rules and the NSA, the terms and conditions of the Rules shall take precedence and apply.

1.2. The following Rules shall apply to all shipments and cargoes moving or booked pursuant to any NSA, except and to the extent of any conflict between such Rules and the terms and conditions of the NSA, in which instance the terms and conditions of the NSA shall take precedence and apply: 2, 4 - 7 inclusive, 10, 11, 20, 21, 22, 34, 100 and 110.

1.3. Section 1.2 above shall apply with respect to any Rule added to this Tariff after the effective date of this RULE 40.

1.4. RULES 1, 3, 15, 26, 26-01, 27, 28A, 31 and 33-01 of this Tariff shall not apply to any cargo moving or booked under an NSA.

2. No shipments shall be accepted for booking or carriage pursuant to an NSA unless Shipper is in compliance with Rules of the Federal Maritime Commission at 46 Code of Federal Regulations, Part 531. Carrier may request and Shipper shall provide all documentation and certifications as may be required from time-to-time to demonstrate or confirm such compliance, or as otherwise may be required by the Federal Maritime Commission.

3. For purposes of determining Shipper's compliance with the Minimum Quantity Commitment set forth in any NSA, cargoes for a shipment shall not be deemed received by Carrier until the full Bill of Lading quantity for such shipment has been received by Carrier.

4. Unless otherwise expressly provided in the terms and conditions of an NSA, Carrier's obligation to meet service commitments as to time of loading and sailing shall apply only to shipments booked at least seven (7) days in advance of the intended sailing date and arriving at Carrier's terminal at least three (3) days in advance of intended sailing date.

Rule 100 Container Security Surcharge

Pursuant to the International Ship and Port Facility Security Code (ISPS), Ocean Carriers are currently charging a surcharge. We understand that this charge consists of charges levied by the individual terminals plus a nominal fee to cover the cost of administration, certifications and risk management for both loaded and empty containers.

A charge will be assessed for an ISPS Security Surcharge at the rate (if any) assessed on Carrier by the vessel operator.

Rule 101 Reserved For Future Use

This rule intentionally left blank.

Rule 110 General Rate Increase

Reserved for future use.