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(I) Tariff Amendments Index

added Page 2015-07-10

Date amended	Rule	Code	Amendment	Effective Date	Cancels	Notation
2012-07-12	-	I	Original	2012-07-12	-	Original Publication
2012-10-24	Title	C	1 st	2012-10-24	Original	Bond Information
2012-12-05	9	C	1 st	2012-12-05	Original	FAC Clarification
2012-12-20	10-V	I	1 st	2013-01-20	Original	Add Rule 10-V Port Congestion / Strike Charges
2013-09-03	9	C	2 nd	2012-09-03	1 st	FAC Amendment
2013-10-18	24	C	1 st	2013-10-18	Original	Resident Agent
2015-07-10	-	I	Original	2015-07-10	-	Add Amendment Index
2015-07-10	Title	C	2 nd	2015-07-10	1 st	Publisher
2015-07-10	19	C	1 st	2015-07-10	Original	Carrier's Agent
2015-09-15	2-B	A	1 st	2015-10-15	Original	Detention Terms
2016-02-16	2-B	A	2 nd	2016-03-15	1 st	Detention Terms
2016-07-27	2-Q	I	Original	2016-08-27	Original	SOLAS VGM



Title Page

Blue Anchor America Line

Kuehne + Nagel Inc. d/b/a Blue Anchor America Line
Jersey City, NJ 07302
(A Non Vessel Operating Common Carrier)

FMC Tariff No. BAAJ-001 Rules Tariff

From Worldwide Ports and Locations / Points
To Worldwide Ports and Locations / Points
(as shown in Rule 1-A)

For Tariff access see Rule 30

Bond in the amount of USD 75,000.00 is issued by
B&M International Bond & Marine Brokerage, Ltd.
Lexon Insurance Company

Bond Nr. 8821543 Effective July 1. 2012

Bond Rider in the amount of USD 535,000.00 issued Sept.21,2012

(C) 2nd Amendment July 10, 2015, Cancels 1st Amendment – issued Oct. 24, 2012

Publishing Office:
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Jersey City, NJ 07302, USA
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This is to certify that all information contained in this tariff is true and accurate and no unlawful alterations are permitted.

RULE 1

Pursuant to Federal Maritime Commission Regulations effective April 18, 2011, Blue Anchor America Line elected to use the exemption from the tariff rate publication requirements of the Shipping Act and the FMC's regulations, and will apply negotiated rate arrangements (NRA's)

Final Rule 76FR 11351; Correction 76FR 10706 and subsequent amendments.

Carrier may enter into Negotiated Rate Arrangements (NRA's) with Merchant in lieu of publishing the applicable rates and charges for services provided in its rate tariff.

RULE 1 - A

SCOPE

Origin Ports as Follows:

Worldwide Ports and Locations / Points

Destination Ports as Follows:

Worldwide Ports and Locations / Points

RULE 1 - B

Reserved for future use

RULE 1-C

INTERMODAL SERVICES

The rates and charges published in these Tariff Rules apply to or from Inland Points as follows: Worldwide Ports and Locations / Points



RULE 2

APPLICATION OF RATES AND CHARGES

See Following Sub-rules

RULE 2-A

APPLICATION

Rates and charges named in these Tariff Rules apply FROM Carrier's CFS or CY Terminal, Rail Carrier's TOFC/COFC Ramp or Shipper's/Consignor's Premises at Port of Point of Origin or TO Carrier's CFS or CY Terminal, rail Carrier's TOFC/COFC Ramp or Consignee's Premises at Port of Point of Destination VIA Local Direct Ocean Services or Joint Motor/Direct Ocean, Rail/Direct ocean or Motor/Rail/Direct Ocean Service.

RULE 2-B

ASSESSORIAL CHARGES

Except as otherwise provided, rates named in these Tariff Rules do NOT include Lighterage, Terminal Handling, Wharfage, Detention, Demurrage, Storage, Deviations from customary Routing, Taxes, Duties, Dues, Customs Charges or any other Assessorial Charges or Assessments which are established by customs of the Port, by Port of Local Tariffs or by U.S. Customs Service, EXCEPT rates or charges specifically named or included in the rates. All origin and destination local charges apply whether or not included in this rules tariff or in quotations. All such assessorial charges assessed against the cargo will be for the account of the cargo, even if Carrier is responsible for the collection thereof.

(A) 2nd Amendment Effective March 16, 2016 cancels 1st Amendment October 15, 2015

Detention applicable for containers only moved under Blue Anchor America Line (BAAL) Bills of Lading whether via carrier haulage or merchant haulage via U.S. ports, including Intermodal via Canadian ports and / or rail or truck crossings:

Container Detention Free Time – applicable for Import and / or Export

Standard, High-Cube, Flat-Rack or Open Top Containers – Free Time of 4 business days
Temperature Controlled (Refrigerated) Containers – Free Time of 3 business days



FMC Tariff No. BAAJ-001 Rules Tariff

Original issued July 12, 2012 – Effective date July 12, 2012

RULE 2-B (continued)

Detention applicable for Containers only – per each calendar day

Standard, High-Cube,

1-5 calendar days	USD	150.00 per Container and calendar day
6 th calendar day and over	USD	175.00 per Container and calendar day

Temperature Controlled (Refrigerated), Open Top, Flat-Rack Containers

1-5 calendar days	USD	425.00 per Container and calendar day
6 th calendar day and over	USD	450.00 per Container and calendar day

Under Carrier Haulage – Carrier Store Delivery and Collection Haulage conditions (BAAL undertakes cargo delivery and collection arrangements), detention is payable to BAAL by the named BAAL Bill of Lading Consignee and / or Shipper.

Under Merchant Haulage conditions, detention is payable to BAAL by the named BAAL Bill of Lading Consignee and / or Shipper.

When contractual free time for the container expires, detention charges will begin to accrue and will continue for all subsequent calendar days until receipt of confirmation that the container has been returned as follows:

- (1) Detention will cease to be accrued on the day the container is returned and in-gated to a container facility nominated and authorized by BAAL prior to the re-delivery of the container.

Charges for detention under Carrier haulage and / or Merchant haulage conditions will be billed and are payable directly by the named BAAL Bill of Lading Consignee and / or Shipper. Consignee and / or Shipper are responsible for advising BAAL or its designated agent when the Container is ready for pick-up at their facility. Consignee and / or Shipper are jointly and severally responsible for detention charges.

RULE 2-C

TARIFF DEFAULTS

Rates named in these Tariff Rules are stated in U.S. Currency and, except as otherwise provided in individual rate Items, apply per weight ton (W) of 1000 kilos or per Measurement Ton (M) of 1 Cubic meter, per Container or Lumpsum per shipment.

1. Cargo rated on a “Weight Ton” (“W”) basis will be assessed charges on the gross weight of the individual pieces or packages in each shipment, subject to Rule 24.
2. Cargo rated on Measurement Ton” (“M”) basis will be assessed charges on the overall measurement of the individual pieces or packages in each shipment, subject to Rule 25.
3. Cargo rated on an alternating “Weight Ton or Measurement Ton” (“WM”) basis will be assessed charges in accordance with paragraphs 1 or 2 above, whichever produces the greatest revenue to the Carrier.



RULE 2-C (continued)

4. Cargo rated on a “Per Container” basis will be assessed charges on the basis of a single container by capacity and type.

5. Cargo rated on a “Lumpsum” basis will be assessed charges on the basis of a single complete shipment not exceeding specified maximum weight and/or measurement limits, and/or maximum number of containers.

RULE 2-D

DESCRIPTION OF TRANSPORTATION SERVICES OFFERED

Rates or Charges named in these Tariff Rules Rule are predicated upon specified services at Origin and Destination. See below for full explanation of each service.

Where no service has been specified in the individual rate Items of these Tariff Rules, such rate will apply from CFS to CFS on Less-than-Container load shipments and from CY to CY on Full Container load shipments:

1. CONTAINER FREIGHT STATION SERVICE – “(CFS)” “(S)”

Container Freight Stations are the facilities at origin where breakbulk or packaged cargo is tendered to Carrier by Shipper for containerization, OR the facilities at destination where containers are unloaded and stripped by Carrier and breakbulk or packaged cargo is made available for Consignee removal.

- i) CFS Services at origin INCLUDES loading cargo into or onto Containers (including furnishing and installing all blocking, bracing or staking necessary to secure cargo for safe transportation) and line haul transportation. CFS Service at origin does NOT include pickup of cargo or other transportation services beyond origin CFS; storage or warehouse charges at origin; NOR terminal receiving or service charges.
- ii) CFS Service at destination INCLUDES line haul transportation; unloading cargo from container and stripping of container at CFS; and making breakbulk or packaged cargo available for Consignee removal. CFS Services at destination does NOT include delivery of cargo, or other transportation service, beyond destination CFS; storage or warehouse charges at destination; NOR terminal or destination delivery or service charges.

2. CONTAINER YARD SERVICE – “(CY)” “(Y)”

Container Yards are the facilities provided by the Carrier where empty and loaded containers are tendered to received from the Carrier.



- i) CY Service at origin **INCLUDES** making empty container available for Shipper/Consignor to load container off premises of the Carrier; receipt of loaded Containers at origin CY; and line haul transportation. CY Service at origin does

RULE 2-D (continued)

NOT include any stuffing, loading, blocking, bracing or stacking of cargo into or onto container; delivery of empty Container to Shipper's premises; transportation of loaded Container from Shipper's premises to Carrier's origin CY; NOR Equipment Demurrage Charges or waiting time, drop and pick charges incurred by Shipper.

- ii) CY Service at destination **INCLUDES** line haul transportation and making loaded container available at CY for Consignee to unload container off the premises of the Carrier. CY Service at destination does NOT include delivery of loaded container to Consignee's premises; unloading of cargo or stripping of container; return of empty container to Carrier's CY; NOR Equipment Demurrage Charges or waiting time, drop and pick charges incurred by Consignee.

3. DOOR SERVICE – "(DOOR)"

Door as used in the Tariff is the Shipper's, Consignor's or Consignee's premises (i.e. platform, doorway or shipping dock directly as accessible to a highway vehicle and container).

- i) Door Service at origin **INCLUDES** spotting empty container at Shipper's premises for loading by Shipper; pickup of loaded container at Shipper's premises and line haul transportation. Door Service at origin does NOT include any stuffing, loading, blocking, bracing, or stacking of cargo and the count thereof into or onto the container; NOR any "relocating" or "shifting" of container while in Shipper's possession; NOR does it include Equipment Demurrage, waiting time, drop and pick charges, or Motor Vehicles charges incurred by Shipper.
- ii) Door Service at destination **INCLUDES** line haul transportation; delivery of container to Consignee's premises; and return of empty container when unloading is completed. Door Service at destination does NOT include unloading of cargo and the count thereof, or stripping of container; NOR any "relocating" or "shifting" of container while in Consignee's possession; NOR does it include Equipment Demurrage, waiting time, drop and pick charges, or Motor Vehicle Detention charges incurred by Consignee.

4. RAIL RAMP SERVICE – "(R)"

Rail Ramps are the facilities provided by Rail Carriers where loaded or empty containers are tendered to or received from rail Carriers.



FMC Tariff No. BAAJ-001 Rules Tariff

Original issued July 12, 2012 – Effective date July 12, 2012

- i) Rail Ramp Service at origin **INCLUDES** receipt of containers loaded off the premises of Rail Carrier; placement of loaded container aboard rail flat car; and line haul transportation. Rail Ramp Service at origin does **NOT** include any stuffing; loading; blocking, bracing or stacking of cargo into or onto container; delivery of empty

RULE 2-D (continued)

container to Shipper's premises; transportation of loaded container from Shipper's premises to Rail Carrier's Rail Ramp; NOR Equipment Demurrage charges, Rail Ramp Charges of any kind including Storage due to early or late delivery, incurred by Shipper.

- ii) Rail Ramp Service at destination **INCLUDES** line haul transportation; removal of container from rail flat car; and making loaded containers available at Rail Ramp for Consignee to remove to unload of the premises of the Rail Carrier. Rail Ramp Service at destination does **NOT** include delivery of loaded container to Consignee's premises; unloading of cargo or stripping of container; return of empty container to Carrier's Rail Ramp; NOR Equipment Demurrage charges, Rail Ramp Charges of any kind including Storage due to early or late delivery, incurred by Consignee.

5. Charges for additional services **NOT** included as part of the standard services provided by Carrier as described in paragraphs above, will be for the account for the cargo. Equipment Demurrage or Motor Vehicle Detention charges incurred as a result of Shipper's, Consignor's or Consignee's action or inaction will be for the account of the party responsible for incurring such charge.

RULE 2-E

INSURANCE

Rates and charges named in these Tariff Rules do **NOT** include marine or any other insurance maintained for the benefit of the cargo, NOR do they include any Consular Fees or Taxes. Shippers desiring Carrier to arrange insurance coverage for cargo value in excess of Carrier's stated liability (See Rule 12 and Carrier's Bill of Lading) **MUST** notify Carrier, in writing, of the amount and type of insurance coverage requested, **PRIOR** to commencement of transportation service. Insurance coverage will then be arranged and effected under the Carrier's Open Marine Policy, subject to all its restrictions, limitations and exclusions, upon Shipper's payment of the applicable insurance premium. Current premium for insurance coverage will be furnished upon request.



RULE 2-F

BILL OF LADING DESCRIPTIONS AND DOCUMENTATION

1. Except as otherwise provided herein, Shipper **MUST** furnish all documentation and information required to export cargo from country of origin; to import cargo into country of destination; and to transport cargo through other countries between origin and destination. Such information **MUST** be furnished to the Carrier not less than 72 (seventy-two) hours prior to the commencement of transportation service, unless other arrangements have been made with, and accepted by Carrier.

2. EXPORT FROM THE UNITED STATES:

Description of commodities shall be uniform on all copies of the Bill of Lading and **MUST** be in conformity with the validated United States Export Declaration covering the shipment. The Carrier shall verify the Bill of Lading description with the validated United States Export Declaration. Amendments in the description of the commodities will be accepted **ONLY** if validated by United States Customs.

If Shipment are not covered a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers must insert the applicable commodity Schedule B number in the Line Copy of the Bill of Lading.

1. Trade names are **NOT** acceptable commodity descriptions. Shipper's are required to declare their commodities by their generally accepted generic or common names.
 2. Unless otherwise specified, the value of commodities, which are to be rated in accordance with a specific value-scale provided in these Tariff Rules, will be determined on the basis of the value and net weight as declared in a validated United States Export Declaration, Customs Declaration or Customs entry.
-

RULE 2-G

MIXED PACKAGES

Packages containing more than a single commodity will be assessed the rate for the highest rated commodity in the package; **EXCEPT** Advertising Matter and Premiums, when shipped in the same package with or in separate packages accompanying the commodities it advertises, will be assessed the rate applicable to the commodities it advertises, provided such advertising



matter or premiums does NOT exceed 5% (five percent) of the total weight or measurement cube of the advertised commodities.

RULE 2-H

RATE APPLICABILITY

All Shipments tendered to Carrier must be packed in such a manner as to insure safe transportation with ordinary care. Such packing shall at least meet the standards set for shipping within the boundaries of the United States. If Shipper elects to forward improperly or insufficiently protected cargo, Carrier may, at its option, accept such shipment for transportation to destination, SUBJECT to acceptance of the following Bill of Lading Endorsement:

“Unprotected or insufficiently packed or protected cargo. Cargo accepted at owner’s risk of damage.”

Each piece, package or bundle in a shipment MUST bear: Shipping Marks and Numbers, Place of Destination and Origin (including country), the Name and Address of both the Shipper and Consignee; and any other information required to insure proper delivery at destination.

The Carrier will NOT be responsible for Shipper’s failure to observe the marking the regulations of the destination country, and Carrier will NOT be responsible for the removal or effacement of old marks or addresses.

RULE 2-J

SHIPMENT

Except as otherwise specifically provided herein, a shipment as used in these Tariff Rules means a quantity of freight tendered to the Carrier by one Shipper, at one port of point of origin, at one time, on one Bill of Lading, for delivery to one Consignee, at one destination.

RULE 2-K

FORCE MAJEURE CLAUSE

“Without prejudice to any rights or privileges of the Carriers 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, blockages, 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 of carriage, or to increase upon statutory notice by publication in the applicable Tariff any affected rate or rates in order to meet such conditions."

RULE 2-L

PROTECTION AGAINST HEAT OR COLD

Except as otherwise provided in individual rate Items of the Tariff, the rates and charges named in these Tariff Rules do NOT include mechanical refrigeration or heater space service prior to, during or after transportation service. When specifically provided, Carrier will provide such service ONLY after prior booking and arrangement with the Carrier.

RULE 2-M

PROHIBITED CARGO

The following articles or property will NOT be accepted for transportation under the terms, conditions, rates or charges named in these Tariff Rules:

1. Animals, live, domestic or wild, including pets, poultry, livestock, fish or insects.
2. Articles, or parts thereof, the transportation of which is prohibited in U.S. interstate or foreign commerce, or which is prohibited by applicable laws of other countries in which Carrier operates.
3. Articles or cargo which because of inherent characteristics are liable to impregnate, destroy or otherwise damage other cargo or equipment.
4. Bank Bills; Coin or Currency; Deeds; Drafts; Notes or valuable papers of any kind, with or without postage stamps affixed; Precious Metals or articles manufactured therefrom; Precious Stones; Revenue Stamps; or other articles of extraordinary value.
5. Dangerous Articles Viz:
 - Radioactive Materials
 - Class A and B Explosives
6. Nursery Stock (Trees, Shrubs, Bulbs, Roots, Flowers, etc.)

RULE 2-M (continued)

PROHIBITED CARGO

7. Loose, unpacked Household Goods or Personal Effects.
8. Injurious or Bulk commodities which, in the Carrier's opinion, are unsuitable for containerization.



RULE 2-N

CORRECTIONS IN WEIGHT AND/OR MEASUREMENT

Freight charges billed on the basis of weight and/or measurement are in all cases SUBJECT to revision if the weights and/or measurement are found to be incorrectly stated or declared.

RULE 2-O

SUBSTITUTED SERVICE BETWEEN PORTS

Carrier reserves the right to transfer cargo between ports by trucking, or other means of transportation, within the range of ports served at Carrier's expense. Such substituted service or transfer arrangement shall NOT result either directly or indirectly in any lessening or increasing of the cost or expense which the Shipper/Consignee would have borne had the cargo moved through the port originally intended and listed on the Bill of Lading.

RULE 2-P

C.O.D.

C.O.D. (Collect-On-Delivery) shipment shall be deemed to mean a shipment wherein the Carrier is to collect at the time of delivery a sum of money covering all or any portion of the invoice value of the cargo or merchandise comprising the shipment being delivered under on Bill of Lading to one Consignee.

The carrier will not accept C.O.D. shipment.

(l) Original - SOLAS VGM - Effective 2016-08-27

RULE 2-Q

Safety of Life at Sea Convention of 1974 (SOLAS) Weight Verification Requirements (VGM) and Overweight Containers

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



FMC Tariff No. BAAJ-001 Rules Tariff

Original issued July 12, 2012 – Effective date July 12, 2012

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 the 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 legal requirements, no later than:

[Option #1: the cutoff time communicated by Carrier at the time of booking]

[Option #2: the following deadlines:

- (a) For cargo tendered to Carrier or its agent/contractor at loading port CY, no later than:
The cut-off time reflected in its Booking Confirmation which is based on local practice at Port of Loading
- (b) For cargo tendered to Carrier or its agent/contractor at an inland facility (including Shipper's facility), no later than:
The cut-off time reflected in its Booking Confirmation which is based on local practice at Port of Loading
- (c) Notwithstanding the provisions of Rules B.1.(a)-(b) above, at U.S port marine terminal facilities that acknowledge having scales and processes that meet the U.S. Coast Guard's equivalency determination for U.S. terminals providing VGM (pursuant to Coast Guard MSIB 009/16) and that agree to provide such weights to carrier, shipper shall hereby be deemed to have appointed the terminal to weigh the container and provide the gross mass to carrier as a VGM equivalent on shipper's behalf. Shippers availing themselves of this method are not required to provide a signature verification to carrier, but hereby acknowledge that use of this method is verification of the gross mass and remain liable to carrier for any loss, damages, costs, fines or penalties to carrier arising out of any entity's or regulatory authority's refusal to accept or acknowledge VGM calculated in this manner.



Notwithstanding the above, by advance arrangement with carrier, shipper may still arrange to submit its VGM in accordance with paragraphs (a) or (b) above for cargo moving through U.S port terminals weighing containers under the method described in this paragraph (c).

When a loaded container cannot be, or is not, weight scaled at the load port Terminal e.g. IPI cargo, Shipper shall provide a certified VGM in accordance with the provisions of B. 1. (a) – (b) above.

2. Format of VGM Submission

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

- (i) EDI message (VERMAS, 304 message, IFTMIN)
- (ii) Through Carriers VGM port accessible through QR code or URL found on carrier booking confirmation
- (iii) Via Fax or Email subject to Rule: 2-Q Manual Verified Gross Mass (VGM). In the event the Shipper elects this option, a Manual Transmission Fee of USD 25.00 per container shall be applicable and payable by Shipper to the Carrier, unless other arrangements were agreed upon.

SOLAS requires that the VGM data submitted by Shipper indicate that the weight provided is the VGM and that it be signed by the 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 NAME IN CAPITAL LETTERS in the EDI information; or
- (ii) In the case of VGM provided via electronic [or 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”).

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

Carrier (including its agents/contractors) may weigh cargo for which a VGM has been received. If the weight determined by Carrier 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.



D. FAILURE TO TIMELY SUBMIT VGM

If a loaded container is received without a VGM or if the VGM is not received by the deadline established under this rule, 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; or

(ii) Weigh the cargo upon available facility in terminal and use that weight in lieu of the VGM, in which case the related cost shall be applied for the account of the cargo. For this option, a Administration Fee of USD 50.00 per container shall be applicable in addition to any and all charges incurred by this transaction. Charges shall be payable by the Shipper to the carrier, unless other arrangements were agreed upon.

If a loaded container is denied admission to a marine terminal facility due to the lack of a VGM, all costs and consequences of such denial shall be for the account of the Shipper and/or cargo.

If a loaded container is allowed to enter a marine terminal without a certified VGM and such container is subject to additional fees, charges, fines or penalties being assessed either by the carrier, terminal or local authorities, all such fees, charges, penalties or fines shall be for Shipper's account. If such charges are incurred, a USD 50.00 Administration Fee in addition to any such charges shall be payable by the Shipper to the Carrier.

E. Container Tare Weight

Carrier agrees to release Shipper from liability for any injuries, damages, losses or claims which result from Shipper's use of an inaccurate container tare weight either (a) printed on a carrier container provided to Shipper, or (b) otherwise provided by Carrier to Shipper in writing or electronically for a specific Carrier container, for use by Shipper in its calculation and submission of a VGM.

F. Less Than Container Loads (LCL) or Non Containerizable Cargoes (Break Bulk)

Shippers who tender less-than-container load (LCL) or Non-Containerizable Cargoes (Break Bulk), shall similarly provide VGM's for cargo tendered to Carrier loading facilities and / or terminals, and are subject to all weight regulations herein. Carrier reserves the option of weighing LCL or Break Bulk cargoes at a suitable facility, in which event a Administration Fee of USD 50.00 will be applicable in addition to any and all charges for the account of the Shipper.

G. Responsibility for Charges



Shipper shall be solely responsible for all charges and fees from Carriers and / or Terminals resulting from any VGM improperly provided by the Shipper and / or third parties, or for any other reason whatsoever, including charges and fees relating to demurrage, detention, per diem, storage, unloading, re-loading, return of cargoes, related to Carriers or Terminals implementation of SOLAS, and / or for weighing cargo within the terminal for cargoes which do not have an appropriate VGM.

RULE 3

RATE APPLICABILITY RULE

Carrier accepts shipments on the basis of “Negotiated Rate Agreement” (NRA) as defined by the U.S. Federal Maritime Commission. Rules and charges applicable to a given shipment must be those published and in effect when the cargo is received by the Carrier or its agents, (including originating carrier 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.

RULE 4

HEAVY LIFT CHARGES

Unless agreed otherwise, single, individual pieces, packages or units weighting in excess of 2 weight tons will be SUBJECT to Heavy Lift Charges, said charges are in addition to all other applicable charges.

RULE 4-A

RESERVED FOR FUTURE USE

(#) Reserved

RULE 4-B

RESERVED FOR FUTURE USE

(#) Reserved

RULE 5

EXTRA LENGTH

Unless agreed otherwise, any single piece / package in a shipment exceeding 12 linear feet in length shall be assessed an Extra Length Surcharge



RULE 6

MINIMUM BILL OF LADING CHARGES

Except as otherwise specifically provided herein, the minimum charge for a single shipment from one shipper to one consignee shall be \$1,000.00, if eligible for transportation as LCL, or, USD 10,000.00 per TEU of to be shipped as FCL, except as otherwise provided

RULE 7

PAYMENT OF FREIGHT CHARGES

Except as otherwise provided, freight and other charges named in these Tariff Rules may be prepaid or collect at origin or destination subject to the following provisions:

- A. All freight and other charges named in these Tariff Rules are due and considered earned upon receipt of cargo by Carrier, or his agent, and shall be collected without refund, in whole or in part, by the Carrier, whether the ship and/or cargo is lost or not lost, transportation interrupted or abandoned, or whether the cargo is damaged, or packages or containers are empty or partly empty at destination.

Rates and charges named in these Tariff Rules are quoted in U.S. Currency and have been determined with due consideration to the relationship of U.S. to the other currencies involved. In the event of any material changes in this relationship, Carrier reserves the right, upon publication in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, and the regulations of the Federal Maritime Commission issued pursuant thereto, to adjust the rates and charges as required to remove any adverse effect.

- B. When freight and other charges named in these Tariff Rules are collected at foreign ports or points, Carrier at its option will accept payment in other than U.S. Currency provided such currency is freely convertible. The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable and if the currency in which the Freight is quoted is devalued or revalued between the date of the Freight agreement and the date when the Freight is paid, then all Freight shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency. Payment shall be made in the currency named in the bill of lading, or, at the option of the Carrier, in another currency specified by the Carrier.



C. Freight and all other charges **MUST** be prepaid on shipments of the following commodities:

- 1) Household Goods
 - 2) Personal Effects
 - 3) Privately Owned Motor Vehicles
-

RULE 7-A

RESERVED FOR FUTURE USE

(#)Reserved



RULE 8

BILL(S) OF LADING

Blue Anchor America Line will be issuing either a Blue Anchor America Line Bill of Lading or Blue Anchor America Line Sea Waybill (Non-Negotiable) for Multimodal Transport and Port to Port Transport as applicable.

The Following Terms and Conditions, which supersede these Tariff Rules, will be applicable for both Bill of Lading (A) and Sea Waybill (B):

A) Bill of Lading

Terms & Conditions - Front side of Bill of Lading:

Declared Cargo value.....

If merchant enters a value, Carrier's per package limitation of liability shall not apply and the valorem rate will be charges.

Received by the Carrier, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise herein stated, the total number of quantity of Containers or other packages or units indicated in the box entitled "Number of Packages" for carriage from the port of loading (or the place of receipt, if mentioned above) to the port of discharge (or the place of delivery, if mentioned above), such carriage being always subject to the terms, rights, defenses, provisions, conditions, exceptions, limitations, and liberties hereof

(including all of those terms and conditions on the reverse hereof numbered 1-21 and those terms and conditions contained in the carrier's applicable tariff)

and the Merchant's attention is drawn in particular to the Carrier's liberties in respect of on deck stowage (see clause 13) and the carrying vessel (see clause 12). The Merchant is obliged to surrender one original bill of lading, duly endorsed, in exchange for the Goods. The Carrier accepts a duty of reasonable care to check that any such document which the Merchant



surrenders as a bill of lading is genuine and original. If the carrier complies with this duty, it will be entitled to deliver the Goods against what it reasonably believes to be a genuine and original bill of lading, such delivery discharging the Carrier's delivery obligations. In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant.

IN WITNESS WHEREOF the Carrier by its agents has signed three (3) originals Bills of Lading all of this tenor and date and as soon as at least one original is surrendered the others shall be void.

RULE 8 – BILL(S) OF LADING (Continued)

Terms & Conditions – Reverse side of Bill of Lading

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RULE 8 – BILL(S) OF LADING (Continued)

1. DEFINITIONS

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this sea waybill including but not limited to the loading, transport, unloading, storage, warehousing and handling of the Goods and related documentary, customs and IT processes.

"Carrier" means Blue Anchor America Line.

"Carrier's Agents" include but are not limited to the Kuehne + Nagel company which arranged the Carriage and/or issued this sea waybill and the Kuehne + Nagel company in the country where the Goods are discharged and/or delivered.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

"Consolidation" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly.

"Container" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to Consolidate goods and any ancillary equipment.

"Freight" includes freight, demurrage, detention costs and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.

"Goods" means the whole or any part of the cargo received by the Carrier from the Merchant and includes any packing and any equipment or Container not supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).



"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25th August 1924.

"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. It is expressly provided that nothing in this sea waybill shall be construed as contractually applying the Hague-Visby Rules.

"Indemnify" means defend, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the indemnifying party.

RULE 8 – BILL(S) OF LADING (Continued)

"Merchant" includes the Shipper and the Persons named in this sea waybill as consignee and notify party, the receiver of the Goods and the Person entitled to receive the Goods on notification by the Merchant, any Person owning or lawfully entitled to the possession of the Goods or this sea waybill, the Person on whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned Persons, including agents, servants and Sub-Contractors.

"Multimodal Transport" arises if the Carrier has indicated a place of receipt and/or a place of delivery on the front hereof in the relevant spaces.

"Non US Carriage" means any carriage which is not US Carriage.

"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this sea waybill as packed in such Container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each deemed a Package.

"Person" includes an individual, corporation or other legal entity.

"Pomerene Act" means the United States Federal Bill of Lading Act 1916 49 U.S.C. 801 or any amendments thereto.

"Port to Port Transport" arises if it is not Multimodal Transport.

"Shipper" means the Person who tendered the Goods to the Carrier and any Person named as shipper in the sea waybill.

"Sub-Contractor" includes but is not limited to owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, forwarding agents, liner agents, customs brokers, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractors, servants or agents employed by the Carrier in performance of the Carriage and any



direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.

"US Carriage" means carriage to, from or through any port of the United States of America.

"Vessel" means any waterborne craft used in the Carriage under this sea waybill including but not limited to ocean vessels, feeder vessels and inland water vessels whether named in the sea waybill or substituted vessels.

RULE 8 – BILL(S) OF LADING (Continued)

2. CONTRACTING PARTIES

2.1 By accepting this sea waybill, the Shipper confirms and agrees that the Carrier's Agents act as the Carrier's agents only and that the Shipper has no claim against the Carrier's Agents for any claims arising out of the Carriage.

3. CARRIER'S TARIFF

3.1 The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to Container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail.

4. NEGOTIABILITY

4.1 This bill of lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable.

4.2 This bill of lading shall be *prima facie* evidence only of the Carrier taking the Goods described in the bill of lading under its control, provided that and only to the extent the Carrier had reasonable means of checking the Goods.

5. SUB-CONTRACTING AND INDEMNITIES



5.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage and the Merchant agrees (to the extent that the Merchant is entitled to bring claims against Sub-Contractors) that any Sub-Contractor can, at its option, apply its own terms of contract with the Carrier to defend claims brought by the Merchant.

5.2 The Merchant undertakes:

(a) that no claim or allegation shall be made against any Sub-Contractor whatsoever, whether directly or indirectly, which imposes or attempts to impose upon any Sub-Contractor any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and

RULE 8 – BILL(S) OF LADING (Continued)

(b) if any claim or allegation should nevertheless be made against a Sub-Contractor, to Indemnify the Carrier against all consequences thereof.

5.3 Without prejudice to the other provisions in this Clause 5, every Sub-Contractor shall have the benefit of all provisions herein benefiting the Carrier including clause 21 hereof, the jurisdiction and law clause, as if this bill of lading (including Clause 21 hereof) were expressly for its benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Sub-Contractor and such Sub-Contractor shall to this extent be or be deemed to be parties to this contract.

6. CARRIER'S LIABILITY

6.1 US CARRIAGE

(a) For US Carriage this bill of lading shall have effect subject to the provisions of COGSA and to the Pomerene Act regardless of whether said Act would apply of its own force. The provisions of COGSA are incorporated herein and save as otherwise provided herein shall apply the entire time the Goods are in the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its Sub-Contractor, including Goods carried on deck. Nothing contained herein is to be deemed as surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under COGSA. Except for clause 6.2, every other term, condition, limitation, defence and liberty whatsoever contained in this bill of lading shall apply to US Carriage.

(b) Where the Merchant requests the Carrier to procure Carriage by an inland carrier in the United States of America, such Carriage shall be procured by the Carrier as agent only to the Merchant and such Carriage shall be subject to the inland carrier's own contractual conditions



and tariff. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay to the Goods shall be determined in accordance with clause 6 hereof.

(c) Neither the Carrier nor the Vessel shall in any event be or become liable in an amount exceeding US\$500 per package or customary freight unit. For limitation purposes under COGSA, it is agreed that the meaning of the word "package" shall be any palletised and/or unitised assemblage of cartons which has been palletised and/or unitised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof.

RULE 8 – BILL(S) OF LADING (Continued)

6.2 NON-US CARRIAGE

(a) Where the Non US Carriage is Port to Port Transport:

(i) the period of responsibility of the Carrier for any loss or damage to the Goods shall commence only at the moment the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.

(ii) the liability of the Carrier for loss of or damage to the Goods shall be determined in accordance with any national law making the Hague Rules or Hague-Visby Rules compulsorily applicable to bills of lading and if no such national law is compulsorily applicable, then in accordance with the Hague-Visby Rules Article 1-8 inclusive (excluding Article 3 rule 8).

(iii) the Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Notwithstanding the foregoing, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, or any other rules as applied by clause (b) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

(iv) if the Goods are discharged at a port other than the Port of Discharge or at a Place of Delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that this bill of lading is to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the front side of this bill of lading as the Port of Discharge or Place of Delivery.



(b) Where the Non US Carriage is Multimodal Transport and the Merchant can prove at what stage the loss or damage occurred:

(i) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law, which applies compulsorily to the relevant stage of the Multimodal Transport and cannot be departed from by private contract to the detriment of the claimant; and

(ii) where an international convention or national law does not apply compulsorily to the stage of the movement where the loss or damage occurred, any liability of the Carrier shall be determined by sub-clause 6.2(c).

RULE 8 – BILL(S) OF LADING (Continued)

(c) Where the Non US Carriage is Multimodal Transport but the Merchant cannot prove at what stage the loss or damage occurred or if this sub-clause applies pursuant to sub-clause 6.2(b):

(i) the Carrier shall be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

(A) the wrongful act or neglect of the Merchant or any Person acting on behalf of the Merchant other than the Carrier or its servant, agent or Sub-Contractor;

(B) compliance with the instructions of a Person entitled to give them;

(C) the lack of, or defective condition of packing in the case of Goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;

(D) handling, loading, stowage or unloading of the Goods by the Merchant, or any person acting on behalf of the Merchant;

(E) inherent vice of the Goods;

(F) insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads;

(G) strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general;

(H) an act, neglect or default in the navigation or management of the Vessel occurring during carriage by water;



(I) fire, unless the fire was caused by the actual fault or privity of the Carrier or lack of exercise of due diligence to make the Vessel seaworthy, properly to man, equip and supply the Vessel or to make her fit and safe for the reception, carriage and preservation of the Goods; for which the Merchant shall have the burden of proof

(J) a nuclear incident;

(K) any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

RULE 8 – BILL(S) OF LADING (Continued)

(ii) The burden of proof that the loss or damage was due to one or more of the causes, or events, specified in sub-clause 6.2(c)(i) shall rest upon the Carrier. When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in sub-clause 6.2(c)(i), it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(iii) Where the loss or damage was partly caused by one of the causes at sub-clause 6.2(c)(i) the Carrier shall only be liable to the extent that another cause contributed to the loss or damage.

(d) Compensation and Limitation

(i) Subject to the Carrier's right to limit liability as provided for within this bill of lading, the Carrier's liability shall be calculated by reference to the value of the Goods at the place and time at which they were accepted for Carriage.

(ii) Where the Hague Rules, Hague-Visby Rules or any other rules compulsorily apply to the Carriage the Carrier's liability shall in no event exceed the amounts provided for in the applicable rules.

(iii) In all other cases compensation shall not exceed the limitation of liability of 2SDRs per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises.

(e) Time-bar



(i) Where the Hague Rules, Hague-Visby Rules or any other rules apply compulsorily to the Carriage, the time limit for bringing claims will be as prescribed by the applicable rules.

(ii) In all other cases, the Carrier shall be discharged of all liability whatsoever unless suit is brought within nine months after the delivery of the Goods or the date when the Goods should have been delivered.

RULE 8 – BILL(S) OF LADING (Continued)

6.3 LIABILITY APPLICABLE TO BOTH US CARRIAGE AND NON-US CARRIAGE

(a) The Carrier shall not, in any case, be liable for an amount greater than the actual loss to the Person entitled to make the claim.

(b) Ad Valorem: declared value of Package or shipping unit.

The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the Merchant upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this bill of lading in the space provided and, if required by the Carrier, extra freight being paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(c) Delay, Consequential Loss

Save as otherwise provided herein, the Carrier does not undertake that the Goods shall arrive at any place at any particular time and shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the Freight applicable to the relevant stage of the transport.

(d) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this bill of lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof under this bill of lading or, if the loss or damage is not apparent, within three consecutive days thereafter.



(e) The defenses and limits of liability provided for in this bill of lading shall apply in any action against the Carrier whether the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise.

(f) The Merchant shall Indemnify the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this bill of lading.

RULE 8 – BILL(S) OF LADING (Continued)

7. MERCHANT'S WARRANTIES AND RESPONSIBILITIES

7.1 Every Person defined as Merchant is jointly and severally liable to the Carrier for all the Merchant's undertakings, responsibilities and liabilities under or in connection with this bill of lading and to pay the Freight due under it without deduction or set-off.

7.2 The Merchant warrants that in agreeing to this bill of lading he is or is the agent of and has the authority of the Person owning or entitled to the possession of the Goods and this bill of lading or any Person who has a present or future interest in the Goods and this bill of lading.

7.3 The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

7.4 The Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to any imposed at any time before or during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

7.5 The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable. The Merchant shall be liable for any



loss, damage or injury caused by faulty or insufficient packing or by faulty loading or packing within Containers when such loading or packing has been performed by the Merchant or an behalf of the Merchant, or by the defect or unsuitability of the Containers when supplied by the Merchant, and shall Indemnify the Carrier against any additional expenses so caused.

7.6 Any Container released into the care of the Merchant for packing, unpacking or any other purpose whatsoever shall be at the sole risk of the Merchant until proper redelivery to the Carrier at the time and place prescribed by the Carrier. If the Merchant fails to deliver the Container at such prescribed time and place, the Merchant shall pay the Carrier the applicable demurrage or detention charges arising therefrom. The Merchant is responsible for returning the empty Container, with interiors brushed and clean, to the point or place designated by the Carrier, his servants or agents. The Merchant shall be liable for any charges, loss or any other expenses arising therefrom. The Merchant shall be responsible for any loss and/or damage to, and any liabilities caused or incurred by such Container whilst in its custody and/or control.

RULE 8 – BILL(S) OF LADING (Continued)

7.7 The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or Sub-Contractor (other than the Merchant) caused by the Merchant or any Person acting on his behalf or for which the Merchant is otherwise responsible.

7.8 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

8. DANGEROUS GOODS

8.1 No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without:

(a) the Carrier's express consent in writing; and

(b) the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements.

8.2 If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, they are



deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expenses arising from the Carriage. The burden of proof that the Carrier knew the exact nature of the danger constituted by the carriage of the Goods shall rest upon the Merchant.

8.3 The Merchant shall comply with rules which are mandatory according to the national law or by reason of international convention, relating to the carriage of Goods of a dangerous nature. If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.

RULE 8 – BILL(S) OF LADING (Continued)

8.4 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 8 or from any cause in connection with the Goods for which the Carrier is not responsible.

9. CONTAINERS

9.1 Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with Goods owned by other Persons.

9.2 The terms of this bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

9.3 If a Container has been Consolidated by or on behalf of the Merchant, the Carrier shall not be liable for loss of or damage to the Goods:

(a) caused by the manner in which the Container has been stuffed;

(b) caused by the unsuitability of the Goods for carriage in Container actually used;

(c) caused by the unsuitability or defective condition of the Container actually used provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;



(d) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

9.4 Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality.

9.5 Goods stowed in closed containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on deck, on an open lorry, on an open trailer, or an open railway wagon without notice to the Merchant. Such Goods, whether or not so carried, shall participate in General Average and shall be deemed to be within the definition of Goods for the purposes of the Hague Rules and Hague-Visby Rules.

RULE 8 – BILL(S) OF LADING (Continued)

9.6 The provisions of clause 6 also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.

9.7 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 9 or from any cause in connection with the Goods for which the Carrier is not responsible.

10. TEMPERATURE CONTROLLED CARGO

10.1 The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this bill of lading if this bill of lading has been prepared by the Merchant or a Person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container Consolidated by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly Consolidated in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

10.2 If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance and the Merchant shall Indemnify the Carrier for any resulting loss the Carrier suffers.

10.3 The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation



or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

10.4 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 10 or from any cause in connection with the Goods for which the Carrier is not responsible.

11. INSPECTION OF GOODS

11.1 The Carrier or any Person authorised by the Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents.

RULE 8 – BILL(S) OF LADING (Continued)

11.2 If it appears at any time that the Goods, or any part of them, cannot safely or properly be carried, or carried further, either at all or without incurring any additional expense or taking measures in relation to the Container or Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store the Goods ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this bill of lading. The Merchant shall Indemnify the Carrier against any reasonable additional expense so incurred.

11.3 The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

12. METHODS AND ROUTE OF TRANSPORTATION

12.1 The Carrier may at any time and without notice to the Merchant:

- (a) use any means of transport or storage whatsoever;
- (b) load or carry the Goods on any Vessel whether named on the front hereof or not;



- (c) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;
- (d) at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;
- (e) proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order;
- (f) load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge);

RULE 8 – BILL(S) OF LADING (Continued)

- (g) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions;
- (h) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked with or without cargo onboard;
- (i) permit the Vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

12.2 The liberties set out in sub-clause 12.1 above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, towing or being towed, sailing with or without pilots, drydocking, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with sub-clause 12.1 above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

13. DECK CARGO



13.1 Unless it is specifically stipulated that the Goods will be carried under deck on the front of this bill of lading, the Goods (whether containerized or not) may be stowed on or under deck without notice to the Merchant and any deck stowage shall not be a deviation of whatsoever nature or degree.

13.2 If carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck carriage. Such Goods whether carried on deck or under deck shall participate in General Average and, subject to Clause 13.3, such Goods shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules, COGSA or the Hague-Visby Rules compulsorily applicable to this bill of lading.

13.3 Goods which are stated on the front of this bill of lading to be carried on deck, and which are actually carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever.

RULE 8 – BILL(S) OF LADING (Continued)

14. COLLECTION AND DELIVERY OF THE GOODS

14.1 When collection or delivery takes place at the Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and:

(a) the Carrier shall not be under any obligation to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility of the Merchant at his own risk and expense.

(b) any assistance given by the Carrier additional to the foregoing is given entirely at the Merchant's risk as to damage to or loss of Goods or injury to Persons.

14.2 If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:

(a) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, notwithstanding that any charges, dues or other expenses may be or become payable. If crafts are used, other than at the request of the Merchant, in circumstances where the Goods or that part thereof so discharged could have



been discharged ashore without additional delay, the Goods (or part thereof, as the case may be) shall nevertheless not be deemed to be discharged for the purposes of this clause until they are discharged from such craft, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease;

(b) without prejudice to the Carrier's right to subsequently abandon the Carriage under Clause (a)14.2 (a) above, continue the Carriage.

(c) In any event the Carrier shall be entitled to full Freight on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

14.3 The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority. This shall amount to due delivery to the Merchant.

RULE 8 – BILL(S) OF LADING (Continued)

14.4 Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation thereunder.

14.5 If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled and without prejudice to any other rights that he may have against the Merchant without notice to remove from a Container the Goods or that part thereof if Consolidated in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

15. BOTH-TO-BLAME COLLISION

15.1 The latest version of BIMCO's Both-to-Blame Collision Clause is incorporated herein which is available on request.



16. GENERAL AVERAGE

16.1 General Average shall be adjusted at any part or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 1994, this covering all Goods whether carried on or under deck. The New Jason Clause as approved by BIMCO shall be considered as incorporated herein which is available on request.

16.2 Notwithstanding sub-clause 16.1, the Merchant shall Indemnify the Carrier in respect of any claims of a General Average nature which may be made against him and shall provide such security as may be required by the Carrier in this connection.

16.3 Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required be submitted to the Carrier prior to delivery of the Goods.

16.4 The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

RULE 8 – BILL(S) OF LADING (Continued)

17. FREIGHT

17.1 Freight shall be deemed fully earned upon receipt of the Goods by the Carrier and shall be paid and be non-returnable in any event.

17.2 The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable and if the currency in which the Freight is quoted is devalued or revalued between the date of the Freight agreement and the date when the Freight is paid, then all Freight shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency. Payment shall be made in the currency named in the bill of lading, or, at the option of the Carrier, in another currency specified by the Carrier.

17.3 The Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, re-measure and revalue the Goods and if the particulars are found by the Carrier to be incorrect, it is agreed that without prejudice to the rights of the Carrier as per clause 11 a sum equal either to five times the difference between the correct Freight and the Freight charged or to double the correct Freight less the Freight



charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier notwithstanding any other sum having been stated in this bill of lading as the Freight payable.

17.4 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution.

17.5 Despite the acceptance by the Carrier of instructions to collect Freight or other expenses from any other Person in respect of the transport under this bill of lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

17.6 All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant.

17.7 The Merchant shall reimburse the Carrier for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

RULE 8 – BILL(S) OF LADING (Continued)

18. LIEN

18.1 The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this bill of lading and for General Average contributions to whomsoever due.

18.2 The Carrier shall also have a lien on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract.

18.3 The Carrier may exercise his lien at any time and at any place in his sole discretion, whether the Carriage is completed or not. In any event any lien shall (a) survive the delivery of the Goods and (b) extend to cover the cost of recovering any sums due.

18.4 To enforce and satisfy the Carrier's lien, the Carrier shall have the right to sell or otherwise dispose of the aforementioned Goods and documents by public auction or private treaty at the Merchant's expense and in the Merchant's name and without any liability towards the Merchant, provided that the Carrier has used reasonable efforts to notify the shipper and the consignee shown on the front side of the sea waybill prior to any sale or other disposal and that the Carrier



will pass on to the Merchant any proceeds of a sale or other disposal exceeding the sums due and the costs relating to the sale or other disposal.

19. VARIATION OF THE CONTRACT

19.1 No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary.

20. PARTIAL INVALIDITY

20.1 If any provision in this bill of lading is held to be invalid or unenforceable by any court, tribunal or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this bill of lading contract shall be carried out as if such invalid or unenforceable provision was not contained herein.

RULE 8 – BILL(S) OF LADING (Continued)

21. JURISDICTION AND LAW

21.1 For US Carriage, this bill of lading is governed by United States law and the United States Federal Court of the Southern District of New York has exclusive jurisdiction to hear all disputes hereunder.

21.2 For Non US Carriage, disputes arising under this bill of lading shall be determined by the United States Federal Court of the Southern District of New York and in accordance with the laws of the United States. No proceedings may be brought before other courts, unless both parties expressly agree the choice of the other court or arbitration tribunal and the law to be then applicable.



RULE 8 – BILL(S) OF LADING (Continued)

The Sea Waybill contains the same clauses as the Bill of Lading indicated above with the exception of

B) Sea Waybill

Front of Sea Waybill:

Declared Cargo value.....

If merchant enters a value, Carrier's per package limitation of liability shall not apply and the valorem rate will be charged.

Received by the Carrier from the Shipper, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise herein stated, the total number or quantity of Containers or other packages or units indicated in the box entitled "Number of Packages" for carriage from the port of loading (or the place of receipt, if mentioned above) to the port of discharge (or the place of delivery, if mentioned above), such carriage being always subject to the terms, rights, defences, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE HEREOF NUMBERED 1-21 AND THOSE TERMS AND CONDITIONS CONTAINED IN THE



CARRIER'S APPLICABLE TARIFF) and the Shipper's attention is drawn in particular to the Carrier's liberties in respect of on deck stowage (see clause 13) and the carrying vessel (see clause 12). In accepting this sea waybill, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant. Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the consignee or his authorised representatives. This sea waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorisation at the port of discharge or place of delivery, as appropriate, without the need to produce or surrender a copy of this sea waybill.

IN WITNESS WHEREOF the Carrier by its agents has signed this sea waybill.

"Holder" means any Person for the time being in lawful possession of, or lawfully entitled to possession of, this sea waybill or in whom rights of suit and/or liability under this sea way bill have been lawfully vested or transferred.

RULE 8 – BILL(S) OF LADING (Continued)

2. CONTRACTING PARTIES

2.1.1 By accepting this sea waybill, the Shipper confirms and agrees that the Carrier's Agents act as the Carrier's agents only and that the Shipper has no claim against the Carrier's Agents for any claims arising out of the Carriage. The contract evidenced by this sea waybill is between the Carrier and the Shipper. The Shipper, who is the only party entitled to give the Carrier instructions in relation to this contract of carriage, undertakes to provide the Merchant and in particular the consignee with a legible copy of all the Terms and Conditions contained in this sea waybill.

4. NON-NEGOTIABILITY

Notwithstanding the application to this sea waybill of the Hague Rules, or the Hague-Visby Rules, or of any similar convention or legislation, this sea waybill is not negotiable and is not a document of title to the Goods.

14. COLLECTION AND DELIVERY OF THE GOODS



14.6 If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled and without prejudice to any other rights that he may have against the Merchant without notice to remove from a Container the Goods or that part thereof if Consolidated in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

RULE 8-A

Reserved for future use

RULE 8-B

Reserved for future use

RULE 8-C

Reserved for future use

RULE 8-D

Reserved for future use



RULE 8-E

Reserved for future use

RULE 8-F

Reserved for future use

RULE 9

FREIGHT FORWARDING COMPENSATION

2nd Amendment September 3, 2013 – cancels 1st Amendment December 5, 2012

(C) No Freight Forwarder Compensation will be paid under the provisions of these Tariff Rules except as noted in the NRA. If a Freight Forwarder Compensation is stipulated in the NRA, payment shall be effected to FMC Licensed Freight Forwarders in compliance with FMC regulations, based on the Ocean Freight only for eligible shipments.

RULE 10

SURCHARGES AND ARBITRARIES

Each Surcharge, Arbitrary or Differential, expressed in terms of a percentage, published to apply in these Tariff Rules, will be computed separately in accordance with the applicable Tariff provisions; and further, each such Surcharge or Arbitrary will be noted separately on the Bill of Lading. At no time will any two or more Surcharges or Arbitrary, expressed in terms of a percentage, be combined or compounded in any manner.

See following Sub-Rules.



**RULE 10-A
CURRENCY CHARGE**

Except as otherwise provided, all rates shown herein are subject to a Currency charge as noted.

RULE 10-B – BUNKER CHARGE

Except as otherwise provided, all rates shown herein are subject to a Bunker Charge as noted.

**RULE 10-C
ARBITRARIES**

Except as otherwise provided, all values shown herein are subject to a Arbitraries charge as noted.

**RULE 10-D
PEAK SEASON CHARGE**

Except as otherwise provided, all rates shown herein are subject to a Peak Season Charge as noted.

**RULE 10-E
JAPAN DOCUMENTATION FEE**

Any consignment shipped from or to a Port in Japan is subject to a Documentation Fee as noted.
Bill of Lading or per Delivery Order.

**RULE 10-J
ISPS CARRIER CHARGE**

A ISPS Carrier Charge (International Ship and Port Facility Security) shall be payable to the carrier for any shipment to or from any US Port of US Origin / Destination, covering additional costs of the carrier due to the Port Security Legislation (ISPS). Carrier may hold shipper and or consignee named on it's Bill of Lading jointly and severally liable for payment of this charge.

**RULE 10-K
INLAND FUEL CHARGE**



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Original issued July 12, 2012 – Effective date July 12, 2012

A IFC Inland Fuel Charge shall be payable to the carrier for any intermodal shipment by either Mini-Land-Bridge or local store-door truck moves. Carrier may hold shipper and or consignee named in it's Bill of Lading jointly and severally liable for payment of this charge.

**RULE 10-L
EMERGENCY BUNKER CHARGE**

Except as otherwise provided all rates shown herein are subject to Emergency Bunker Charge as noted in the assessorial.

**RULE 10-M
GULF OF ADEN CHARGE**

Applicable for all cargoes from / to or in transit through the Gulf of Aden, regardless of Origin or Destination, there shall be a Gulf of Aden Charge as noted for all non-containerized cargo or LCL cargoes. Charges are for the account of cargo, payable by shipper or consignee as applicable.

RULE 10-N – RATE RESTORATION CHARGE

Except as otherwise provided, all rates shown herein are subject to a Rate Restoration Charge as noted.

For any Origin Port / Port Range not specifically exempted, a Rate Restoration Charge as noted shall apply.

**RULE 10-O
EQUIPMENT REPOSITIONING CHARGE**

Due to the consistent Equipment imbalance and the need to reposition equipment from elsewhere a Equipment Repositioning Charge will be applicable for all shipments, in order to recover the costs for these transactions, as noted.

**RULE 10-P
EMERGENCY REVENUE CHARGE**

The Emergency Revenue Charge (ERC) will be applicable for origins and destination Ports as noted.



**RULE 10-R
EMERGENCY VESSEL DIVERSION CHARGES**

Rates in these Tariff Rules are based on unhindered and unencumbered passage and use of ports, terminals, canals and other sea way routings, which would customarily be applicable for expeditious shipment of cargo tendered to the carrier.

If for any reasons it should be necessary to use diversionary means of travel, transit, port and / or terminals, for safe keeping of vessel and / or cargo, in the sole and reasonable discretion of the carrier – vessel and / or cargo may be routed via alternative routes at any time.

Additional charges, if any, are for the account of the cargo merchant and are payable prior to release of cargo.

If the carrier declares a diversion, the charges will be as follows, unless otherwise stipulated: USD1,000.00 per TEU

**RULE 10-S
ALAMEDA CORRIDOR CHARGE**

A Alameda Corridor Charge will be assessed for shipments routed through the ports of Long Beach and Los Angeles. Surcharge is in addition to all applicable tariff rates and charges, as noted.

**RULE 10-T
PANAMA CANAL CHARGE**

A Panama Canal Charge will be assessed for shipments routed through the Panama Canal in transit from or to U.S. Gulf and U.S. East Coast ports, or, any Inland points / destinations routed via the Panama Canal, as noted.

**RULE 10-U
PSF PORT SECURITY FEE**

A PSF Port Security Fee shall be payable to the carrier for each Bill of Lading covering cargo destined or arriving at any US Port or US Destination, covering additional costs of the carrier due to Port Security Legislation. Carrier may hold shipper and or consignee named on it's Bill of Lading jointly and severally liable for payment of this charge, as noted.

(I)RULE 10-V 1st Amendment Effective January 20, 2013 cancels Original July 12, 2012
PORT CONGESTION / STRIKE CHARGES

Rates in these Tariff Rules are based on unhindered and unencumbered passage and use of ports, terminals, canals and other sea way routings, which would customarily be applicable for expeditious shipment of cargo tendered to the carrier.



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If for any reasons the use of Port facilities should be hindered by labor unrest, strike or any other labor related issues this charge will be applicable, for US export shipments to be effective for any cargo received on or after date announcing a strike or similar action, for US import shipments to be effective with vessel arrival on or after date announcing a strike or similar action. Charges are for any type of container.

Additional charges, if any, are for the account of the cargo merchant and are payable prior to release of cargo.

USD 800.00 per 20' Container

USD 1,000.00 per 40' Container

USD 1,125.00 per 40' HC Container

USD 1,266.00 per 45' Container

**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 the Shipper's option, a quantity less than the minimum level may be freighted at the lower rate if the weight or measurement declared for rating purposes is increased to the minimum level.

**RULE 12
AD VALOREM RATES**

All shipments moving pursuant to and rated at the rules, regulations, rates and charges named in these Tariff Rules are predicated on Carrier's liability NOT exceeding the limits specified in the Carrier's regular Bill of lading and/or the provisions named in paragraph B. below:

- A. Liability Under Carrier's Non-Vessel Operating Common Carrier Service: When cargo is transported by the Carrier in its capacity as a non-vessel operating common carrier, Carrier's liability shall be determined in accordance with the clauses of the Carrier's regular



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Bill of Lading form. If the Shipper desires Carrier to accept a higher liability limit than that specified in the Bill of Lading, Shipper **MUST** so stipulate such desire to Carrier, in writing, prior to tender of cargo to Carrier at origin.

Such Additional liability will **ONLY** be assumed by the Carrier upon the payment of an additional charge of 10% (ten percent) of the total declared valuation, subject to a minimum charge of \$250.00 per package. This Ad Valorem charge shall be in **ADDITION** to all otherwise applicable rates and charges assessed under these Tariff Rules or under Tariffs governed by these Tariff Rules.

- B. Neither any oral declaration, nor any statement of value for government, or Customs purposes, nor presentation of invoices for use in foreign Customs, nor collection of C.O.D. amounts or other purposes, nor the declaration of value for insurance, nor instructions to the Carrier to insure, shall be deemed a “declaration of value” as provided in paragraphs A. and B. above which increase Carrier’s stipulated liability, nor shall any such offering supplement or amend in any way the liability of the Carrier for the cargo at the time of shipment, on which charges for transportation services are based.
- C. Regardless of the value declared by Shipper, Carrier’s liability will **NOT** exceed the actual value of the cargo.
- D. Where rates are specified in the Tariff as applying on an Ad Valorem basis, the value used in assessing freight charges shall be the invoice value shown on the shipping documents.

**RULE 13
TRANSSHIPMENT AND INTERMODAL SERVICES**

Carrier has the option of forwarding cargo by/through Bill of Lading from port of origin to the vessel’s port of discharge via direct or transshipment route. It is mutually agreed that all rights and liabilities of the Carrier shall exist from port of discharge and the election to utilize a transshipment route will in no way affect Carrier’s rights or liabilities.

**RULE 14
CO-LOADING IN FOREIGN COMMERCE**

Blue Anchor America Line, as a Non-Vessel Operating Common Carrier (NVOCC) may tender cargo to other NVOCC’s for co-loading at its option, risk and expense, subject to the provisions named below. For the purposes of this Rule “CO-Loading” is the combining of cargo, in the import or export of foreign commerce of the United States, by two or more NVOCCs for tendering to an Ocean Common Carrier (NVOCC) under the name of the one or more NVOCCs (46 CFR 580.5(14)).



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- A. Blue Anchor America Line having entered into a joint carrier/carrier co-loading agreement(s) with another NVOCC(s), may at its option tender cargo to such NVOCC for co-loading with other cargo in containers destined to common ports or points. Each bill of Lading covering such co-loaded cargo will bear on its face a notation reading substantially as provided in paragraph C. of this Rule.

- B. Blue Anchor America Line may at its option tender cargo to other NVOCCs to accomplish any portion of the ocean transportation. The tendering of cargo to, and the acceptance of a Bill of Lading issued by, another NVOCC for co-loading shall NOT increase, reduce, alter or remove Carrier's liability to the Shipper for the cargo as stated in Carrier's Bill of Lading issued at the time of shipment (See Rule 8 herein), or as provided under Rule 12 (Ad Valorem) of these Tariff Rules. Further, such co-loading will NOT alter or relieve Carrier of any responsibility for the payment of any underlying common carrier rates and charges for the transportation of shipment. Each Bill of Lading covering such co-loaded cargo will bear on its face a notation reading substantially as provided in paragraph C. of this rule.

- C. When Carrier tenders cargo to another NVOCC for co-loading, whether under a carrier/carrier agreement as specified in paragraph A, or as a Shipper specified in paragraph B, the Carrier will place a notation reading substantially as specified below on the face of the Bill of Lading covering such co-loaded cargo:

"Blue Anchor America Line has tendered the cargo moving under this Bill of Lading to (Name of receiving NVOCC) for co-loading service."

**RULE 15
OPEN RATES IN FOREIGN COMMERCE**

Not Applicable

**RULE 16
HAZARDOUS CARGO**

EXPLOSIVES AND OTHER DANGEROUS ARTICLES

- A. Explosive, Flammable, Dangerous or Objectionable cargo will be accepted for transportation under the Rules, Charges and Rates named in these Tariff Rules ONLY after prior arrangements have been made with and accepted by the Ocean Carrier which reserves the right to refuse to accept or transport cargo which in the judgment of the Carrier is objectionable or likely to injure the vessel, docs, rail cars, trucks or other cargo, or for which the Carrier can NOT obtain safe and suitable stowage. Carrier will refuse any shipment of explosive, flammable, dangerous or objectionable cargo when shipping containers, marking



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and packing or stowage of such cargo is NOT in accordance and strict compliance with the rules, regulations and provisions prescribed below.

- B. The transportation of explosive, flammable, dangerous or objectionable cargo, when accepted by the Carrier for transportation, MUST be packed, labeled, marked and delivered in strict accordance with: 1) U.S. Coast Guard Regulations (46 CFR Parts 146-179); 2) U.S. Department of Transportation (49 CFR Parts 170-179); and 3) the International Maritime Dangerous Goods Code (IMCO) published by the Intergovernmental Maritime Consultative Organization 101-103, Piccadilly, London, W1V, DAE, England as listed below:

- CLASS
1. Explosives
 2. Gases, Compressed or Liquefied or Dissolved under pressure
 3. Inflammable Liquids
 4. Inflammable Solids
 5. Oxidizing Substances and Organic Peroxide
 6. Poison and Infectious Substances
 7. Radioactive Substances
 8. Corrosives
 9. Miscellaneous Dangerous Substances

- C. All commodities requiring or restricted to “Stowage on Deck”, either in the open or under cover as prescribed in 46 CFR Parts 146-179, and as amended, shall be rated at the applicable Dangerous Cargo, N.O.S. or Cargo, N.O.S. rate named in these Tariff Rules, unless a specific commodity rate for such cargo is provided in these Tariff Rules

RULE 16 (continued)
HAZARDOUS CARGO

- D. Hazardous cargo which has not been booked as hazardous with Carrier nor documented as dangerous when offered for transport to the Carrier or the Carrier’s designated intermodal transporters will be considered undeclared hazardous cargo. All costs, fines and penalties related to the undeclared dangerous cargo including but not limited to documentation, packaging, marking, labeling, placarding, blocking and packaging, blocking and bracing, cargo handling storage, haulage, inspection, and/or stowage plus administrative costs of the Carrier, will be for the consignor’s account.

In the event that mis-description of cargo is found to fall within the following situations, either by means of physical cargo inspection by Carrier; by evidence of other supporting documents or by change of declaration from shipper when cargo is in Carrier’s custody:

- From general cargo (GC) to hazardous cargo (DG) either in dry or refrigerated stowage,
- Changes of hazardous cargo description such as, but not limited to change of class: UN; packing group; technical name or concentration percentage.



Shipper shall be liable for the following additional payment prior to the release of cargo:

1. An additional liquidated damage to the Carrier at US\$10,000.00 per container of 3 times of freight rate of general cargo, whichever is higher. Carrier holds the right to decide the final amount.
2. If physical inspection is performed, all costs associated with physical inspection plus an administrative fee of US\$200.00 per container will be on Shipper's account. Shipper shall further indemnify and hold Carrier harmless from and against all loss, damage, expense, actions and claims for inquiry to or death of person and damage to property arising out of such mis-description.

SHIPPER will be liable and responsible for all costs and consequences related to violations, fines, damages, incidents, claims and corrective measures resulting from SHIPPER'S or SHIPPER'S agents, failure to properly offer for transport and/or declare hazardous materials/dangerous goods at the time of booking, or otherwise. SHIPPER shall further indemnify CARRIER of any liability, claim or costs of any kind incurred by CARRIER as a result of SHIPPER'S failure to comply with applicable government regulations or requirements concerning shipment of hazardous materials/dangerous goods.

**RULE 17
GREEN SALTED HIDES IN FOREIGN COMMERCE**

Carrier will NOT accept Green Salted Hides and Skins for transportation under the terms and conditions of these Tariff Rules

**RULE 18
RETURNED CARGO IN FOREIGN COMMERCE**

These Tariff Rules contains NO special provisions for Returned Cargo

(C) 1st Amendment July 15, 2015 – cancels Original July 7, 2012

**RULE 19
SHIPPERS REQUEST/CONSULTATIONS/COMPLAINTS IN FOREIGN COMMERCE**



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A. Any Shipper may transmit his requests, questions or complaints as hereinafter defined to the Carrier or any Carrier's agent. Such inquiries should be addressed to the Carrier in writing at the address shown below:

Blue Anchor America Line
Kuehne + Nagel Inc.
Attention Marcus Reimann
10 Exchange Place 19th Floor
Jersey City, NJ 07302

B. As used herein, the terms "Request" or "Complaint" mean any communication to Carrier requesting a change in Tariff rates, rules or charges; objections to rate increases or other Tariff changes; protests against alleged erroneous billing due to an incorrect commodity classification, incorrect weight or measurement of cargo; or other problems from the implementation of the Tariff. Route requests for rate quotes, sailing schedules, space availability and the like are not included in the foregoing definition of "Requests" or "Complaints".

C. Requests for reduced rates should give details of commodity, value, packing, weight/ measurement ratio, prospective volume, proposed rate requested and all other relevant details.

**RULE 20
OVERCHARGE CLAIMS**

A. All claims for adjustment of freight charges must be presented to Carrier in writing (at the address shown in RULE 19) within 3 (three) years after the date of shipment. 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 can be found, by the claimant.

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

C. Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, DC 20573, pursuant to Section 11(g) of the Shipping Act of 1984. Such claims must be filed within 3 (three) years of the date the cause of action accrued.



**RULE 21
USE OF CARRIER EQUIPMENT**

A. Less-Than-Container Load (LCL) or Non-Containerized Shipments:

Cargo tendered to, or delivered by, Carrier in breakbulk or non-containerized form (in either LCL or FCL quantities) may be transported in / on Carrier owned, leased or underlying VOCC equipment. No Equipment Detention Charges of any kind, or in any amounts, will be assessed or passed through to Shippers who tender, or to Consignees who receive, such breakbulk or non-containerized cargo.

B. Full-Container Load (FCL) Shipments in / on Underlying VOCC Equipment:

Cargo tendered to, or delivered by, Carrier loaded in / on underlying VOCC supplied containers or other transporting equipment may be subject to Equipment Detention Charges levied by such VOCC in accordance with its applicable Tariff and Equipment Interchange Agreement. All Equipment Detention Charge incurred while container or equipment is not in Carrier's possession will be solely for the account of the cargo and Carrier will not pay, reduce or absorb any portion of such charges. When such Detention Charges are billed directly to the Carrier by the VOCC after final delivery of cargo at destination, Carrier will forward the invoice(s) to the person, party or company who incurred the charges, regardless of whether the shipment was prepaid or collect.

**RULE 22
AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE**

Not Applicable

**RULE 23
CARRIER TERMINAL RULES AND CHARGES**

See Following Sub-rules.

**RULE 23-A
THC - TERMINAL HANDLING CHARGE**

Except as otherwise provided, all rates shown herein are subject to a Terminal Handling Charges as noted.

RULE 23-B



TOLLAGE, WHARFAGE AND HANDLING AND/OR OTHER PORT CHARGES

Except on shipments handled through and not stopped for special services, 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 additional charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

RULE 24

NVOCCS IN FOREIGN COMMERCE: BONDS AND AGENTS

BONDING OF NON-VESSEL-OPERATING COMMON CARRIERS AND LEGAL AGENT FOR SERVICE PROCESS

Blue Anchor America Line has furnished the Federal Maritime Commission with a bond in the amount required by 46 CFR 583.4 to ensure the financial responsibility for the payment of any judgement for damages arising from its transportation-rated activities, order for reparations issued pursuant to Section 11 of the Shipping Act of 1984.

The Blue Anchor America Line bond number is: 8821543
The surety company issuing the bond is:

B&M International Bond & Marine Brokerage, Ltd.
Lexon Insurance Company

(C) Resident Agent: 1st Amendment effective October 18, 2013 cancels Original July 12, 2012

Kuehne + Nagel Inc.
10 Exchange Place, 19th Floor
Jersey City, NJ 07302
Attn: Stephen Savarese
e-mail: Stephen.Savarese@Kuehne-Nagel.com
Phone: 201-413-1223

RULE 25

CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

CERTIFICATION OF SHIPPER STATUS AND RULES APPLICABLE TO
ACCEPTANCE OF CARGO FOR THE ACCOUNT OF NON-VESSEL-
OPERATING COMMON CARRIERS (NVOCC)



Blue Anchor America Line before accepting or transporting cargo for the account of a shipper or shippers' associations, shall ascertain the identify and status of the shipper tendering the cargo, e.g., owner of the cargo, shippers' association, non-vessel-operating common carrier or other specified designation.

Shipper's status shall be clearly and in legible manner stated in the shipper identification box on the Bill of Lading or Waybill or other substitute record of transportation.

If the shipper or member of a shippers' association tendering the cargo is identified as an NVOCC, Blue Anchor America Line will require documentation that the NVOCC has a valid tariff on file with the FMC and is bonded as required by section 8 and 23 of the Act, before Blue Anchor America Line will accept or transport cargo for the account of such NVOCC. A copy of the tariff rule published by the NVOCC and in effect under 46 CFR Part 580.5 (d)(24) will be accepted as proof that the NVOCC tendering the cargo is complying with the tariff and bonding requirement of the Act.

**RULE 26
TIME/VOLUME RATES IN FOREIGN COMMERCE**

Not Applicable.

**RULE 27
LOYALTY CONTRACTS IN FOREIGN COMMECE**

Not Applicable.

**RULE 28
DEFINITIONS**

See Following Sub-rules

**RULE 28-A
TARIFF TERMS**

ANY QUANTITY

The term "Any Quantity or "AQ" indicates the application of a rate, or other provision, with no specified quantity for shipment.

BASIC SHAPES



Anodes, Bars, Billets, Blooms, Bands, Briquettes, Cakes, Cathodes, Discs, Ingots, Pigs, Rods, Plates, Slabs, Sheets, Strip, Shot, Wire, (Including Clay Coated).

BUSINESS HOURS

The terms “Business Hours” means the hours from 9:00 A.M. to 5:00 P.M. Eastern Standard Time, Mondays thru Fridays, excluding Holidays. Each of such days constitutes a “Business Day”.

CARGO, N.O.S.

Cargo not otherwise specified.

CARRIER

The term “Carrier” means Blue Anchor America Line or participating rail and motor carriers, including their authorized representatives or agents.

CFS-CFS

The term “CFS-CFS” means cargo delivered Break Bulk to Carrier’s loading terminal or Container Freight Station (CFS) to be packed into containers, by the Carrier and to be unpacked from the containers by the Carrier at Carrier’s Terminal or Container Freight Station (CFS) at Port of Discharge. (Also referred to as Pier to Pier).

CFS-CY

The term “CFS-CY” means cargo delivered Break Bulk to Carrier’s loading terminal or Container Freight Station (CFS) to be packed into containers by the Carrier and moved to ultimate destination for unpacking by Consignee off Carrier’s premises at Port of Discharge. (Also referred to as Pier to House).

RULE 28-A

TARIFF TERMS (continued)

CHARGE

The term “Charge” shall mean the amount or price stated by W, M, or PC or other designated unit to be charged and collected by the carrier or carriers, or by the operator of the terminal or wharf, for the use of any terminal facility or for any service rendered cargo beyond ship’s tackle either at port of loading or port of discharge, relating to or connected with receiving, storing or delivering property.

CONSIGNOR, CONSIGNEE, SHIPPER

The term “Consignor”, “Consignee” or “Shipper” include the authorized representatives or agents of such “Consignor”, “Consignee” or “Shipper”.

CONTAINER

The Term “Container” means a single rigid, non-disposable dry cargo, ventilated, insulated, reefer, flat rack, vehicle rack or open top containers with/without wheels or bogies attached not less than 18 feet nor more than 45 feet in length, having a closure or permanently hinged door that allows ready access to the cargo. All types of containers will have construction, fittings, and



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fastenings able to withstand, without permanent distortion, all the stresses that may be applied in normal service use of continuous transportation. Except as otherwise provided, the term “Container” is interchangeable with trailer and has common meaning.

In these Tariff Rules the terms 20 ft. container, 40 ft container, 40 ft, High-Cube container, 45 ft. container apply to containers with the following exterior dimensions:

	L	W	H
20 Foot	20 Feet	8 Feet	8 Feet 6 ½ Inches
40 Foot	40 Feet	8 Feet	8 Feet 6 ½ Inches
40 Foot High-Cube	40 Feet	8 Feet	9 Feet 6 ½ Inches
45 Foot	45 Feet	8 Feet	9 Feet 6 ½ Inches

CONTAINER FREIGHT STATION (CFS)

The terms “Container Freight Station” means the location designated by the Carrier for the receiving and delivery by Carrier or his authorized agent of goods to be or which have been moved in containers; provide, however, such Container Freight Station must be adjacent to Carrier’s Container Yard as defined hereunder.

CONTAINER SERVICE CHARGE

The term “Container Service Charge” means the services performed at Loading Ports.

“Container Services” referred to herein are restricted to the following:

1. Moving empty containers from CY to CFS.
2. Drayage of loaded containers from CFS to CY and/or ship’s tackle.
3. Issuing dock receipt/shipper order.

RULE 28-A

TARIFF TERMS (continued)

CONTAINER YARD (CY)

The term “Container Yard” means the location designated by Carrier in the port area where (1) the Carrier assembles, holds or stores container; and (2) where containers loaded with goods are received or delivered.

CY-CY

The terms “CY-CY” means containers packed off Carrier’s premises and move to ultimate destination for unpacking by Consignee off Carrier’s premises at Port of Discharge. (Also referred to as House to House).

CY-CFS

The term “CY-CFS” means containers packed by Shipper off Carrier’s premises and unpacked from container at Carrier’s Terminal Container Freight Station (CFS) at Port of Discharge. (Also referred to as House to Pier).



DETENTION/PER DIEM

The term “Detention/Per Diem” indicates a charge assessed against cargo remaining in or on carrier’s trailers after the expiration of free time.

DEMURRAGE

The term “Demurrage” indicates a charge assessed against cargo remaining in or on carrier’s trailers for storage on the carrier’s or carrier’s subcontractor’s premises or facilities.

FULL VISIBLE CAPACITY

The term “Full Visible Capacity” shall be understood to mean that the trailer shall be loaded as full as the character of the freight and other conditions permit, so that no more of the same type freight can be loaded therein, consistent with safety and precautions against damage.

HANDLING CHARGES

The term “Handling Charges” or “Terminal Handling Charges” means the charges for those services performed in moving or conveying cargo, including ordinary breaking down, sorting and trucking from place where unloaded from railroad car, truck or other vehicle on the terminal direct to the ship’s tackle, or (2) from place or rest on terminal, barge or lighter to ship’s tackle, or (3) between carrier’s container and place of rest in terminal.

HOLIDAY

The Term “Holiday” means any day designated as full holiday nationally, by State Statute or by local proclamation and those on which service to the shipping public is not offered.

RULE 28-A

TARIFF TERMS (continued)

KNOCKED DOWN

The term “Knocked Down” (KD) means that an article must be taken apart, folded, or telescoped in such a manner as to reduce its bulk at least 33 1/3% from its normal shipping cubage when set up or assembled.

KNOCKED DOWN FLAT

The Term “Knocked Down Flat” (KDF) means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 66 2/3% from its normal shipping cubage when up or assembled.

LESS-THAN-TRUCKLOAD (LTL)

The term “Less-Than-Truckload” or “LTL” indicated the application of a rate or other provision, on a quantity of freight comprising less than a specific truckload minimum quantity.

MOTOR CARRIER

Means participating Motor Carrier named in these Tariff Rules.



NESTED

The term “Nested” shall mean that three to more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one-half inch.

ONE COMMODITY

Means any or all of the articles described in any one rate item in these Tariff Rules.

PACKING (Stuffing)

The term “Packing” covers the actual placing of cargo into the container as well as the proper stowage thereof within the container.

PORT

The term “Port” means the place where ocean carrier’s vessel calls.

PRIVATE-OWNED VEHICLE

Automobiles owned by an individual or a family for his or her own personal use.

QUALITY

That process by which the carrier strives to meet its customers’ needs the first and every time by anticipating and preventing problems.

RAIL CARRIER

Means participating Rail Carriers named in these Tariff Rules.

RULE 28-A

TARIFF TERMS (continued)

RAIL CARRIER’S TERMINAL

The terms “Rail Carrier’s Terminal” means:

- (a) The place where stuffed containers are delivered by Rail Carrier and where empty container will be returned by Consignees.
- (b) The place where Rail Carrier assembles, holds or stores Water Carrier’s Containers.

REVENUE TON

1,000 Kilos or 1 Cubic Meter as freighted.

SHIPMENT

Except as otherwise provided, a shipment is defined as that quality of freight received from one shipper at one point of origin, at one place one time on one bill of lading or shipping document for delivery to one consignee, at one point of destination.

SHIPPER



The term “Shipper” shall include the person named as such in the bill of lading, the consignee and the owner of the goods, the holder.

SHIP’S TACKLE

The term “Ship’s Tackle” in these Tariff Rules means that location immediately accessible to cargo gear use for lifting containers to or from the vessel.

SITE

The term “Site” means a particular platform or specific location for loading or unloading at a “Place”.

SPECIAL RATE

Rate established for specified commodity for specific period of time to cover what appears to be at the time the rate is established, only a temporary volume movement of the commodity.

STORAGE

The term “Storage” shall include the charge assessed by the terminal on cargo remaining at the terminal after free time has expired and before such cargo has been loaded to the vessel or before such cargo has been placed in public warehouse for storage.

STUFFING/UNSTUFFING

Means the physical placing of cargo no lifting facilities are available for the removal of containers from flat car when such containers were transported without chassis.

RULE 28-A

TARIFF TERMS (continued)

TRAILER

Except as otherwise provided, the term “Container or Trailer” can be used interchangeably or together with common meaning.

TRUCK

The terms “Truck” means a vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.

TRUCKLOAD

The term “Truckload” or “TL” indicates the application of a rate, or other provision, on a specified minimum quantity.

WATER (OR OCEAN) CARRIER

Means Blue Anchor America Line

WATER CARRIER’S TERMINAL



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- a. The Container Freight Station and Container Yard at ports shown in Rule 1-A.
- b. The place where Water Carrier assembles, holds or stores its containers.

WORKING DAYS

Means that period of each calendar day excepting Saturday, Sundays and Holidays from 9:00 A.M. to 5:00 P.M. Eastern Standard Time

UNPACKING (Stripping)

The Terms “Unpacking” covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

VENTILATED, VENTILATION

The term “Ventilated” or “Ventilation” means equipment with openings to permit the passage of air through such openings.

RULE 28-B

ASSESSORIAL COMPONENTS AND DEFINITIONS

Assessorial means a particular service or condition, other than the basic transportation, which is usually described in a commodity description, TLI, or Tariff Rule, and for which a charge may be added to the basic ocean freight rate.

RULE 28-C

FIELDS WITHIN AN ASSESSORIAL

A number of field types are used when defining an assessorial. The fields used are described below.

ACTUAL-COUNT This field represents the actual number of rate units shipped when the Rate is EACH.

ACTUAL-HEIGHT This field represents the actual height of the commodity.



ACTUAL-LENGTH	This field represents the actual length of the commodity.
ACTUAL-MBF	This field represents the actual MBF (thousand-board-feet) measure of the cargo.
ACTUAL-VALUE	For Ad Valorem rates, this field represents the actual value of the cargo.
ACTUAL-VOLUME	This field represents the actual volume of the commodity shipped. This is the volume before any modifications have been applied.
ACTUAL-WEIGHT	This field represents the actual weight of the commodity shipped. This is the weight before any modifications have been applied.
ACTUAL-WIDTH	This field represents the actual width of the commodity.
BUNKER USAGE CHARGE	This field represents the BUC special charge accumulator that is used to collect the value of BASIC-OCEAN-FREIGHT plus any other special charges which employ the BUC special charge accumulator name (data field). The BUC data field may then be used to calculate the BUC.
BASIC-OCEAN FREIGHT	This field represents the computation (before any application of a Currency Adjustment Factor) of the TLI rate by multiplying the base Rate times the appropriate unit for the rate basis (e.g., if the rate basis is Per Container, the number of containers multiplied by the rate).

**RULE 28-C (continued)
FIELDS WITHIN AN ASSESSORIAL**

CURRENCY CHARGE	This field represents the CC special charge accumulator CHARGE that is used to collect the value of BASIC-OCEAN-FREIGHT plus any other special charges which employ the CC special charge accumulator name (data field). The CC-CHARGES data field may then be used to calculate the CC charge.
CARRIER CODE	This field represents the SCAC/STAC code of the carrier affiliated with the Conference. Used by the operator to designate a specific carrier independent action in a Conference tariff when more than one carrier filed for an independent action rate. In conference rates, used to specify a member carrier to include carrier-specific surcharges.
COMMODITY- NUMBER	This field represents the commodity number as specified in the TLI, consisting of the non-hyphenated combination of the six-digit commodity category number and the four-digit commodity description number data elements.



CONTAINER-COUNT	This field represents the number of containers used for the shipment.
CONTAINER-SIZE	This field represents the size of container used (e.g., 20FT, 40 FT).
CONTAINER-TEMP	This field represents the environment of the container (e.g., FRZ for Frozen).
CONTAINER TYPE	This field represents the type of container (e.g. FR for Flat Rack, RE for Reefer).
DESTINATION	This field represents a destination location; it may be a city port, state/province, country, or location group.
DEST-INLAND-DIST	This field represents the type of transportation used from the port of discharge to the destination (e.g., motor, rail).
DEST-INLAND-MODE	This field represents the type of transportation used from the port of discharge to the destination (e.g., motor, rail).
DEST-INLAND-RATE	This field represents the inland rate charge for moving cargo from the Port of Discharge to the final destination when such charge is not included in the TLI base rate.

RULE 28-C (continued)
FIELDS WITHIN AN ASSESSORIAL

DEST-SERVICE-TYPE	This field represents the destination service code; this is the second code in the service type code.
FREIGHT-TONS	For Weight or Measure rates, this field represents the weight or volume Units used to calculate the bottom-line rate, whichever was chosen to Yield greater revenue.
HAZARD-CODE	This represents the hazardous nature of the cargo being shipped.
INLAND-DIST	This field is used in a simple calculation statement just prior to a Calculation statement to select a value from a rule table using INLAND-DIST as a selection column value. Allows assignment of either origin or destination inland distance from an inland rate table to be used in a rule table.
ORIGIN	This represents an origin location; it may be a city, port, state/province,

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	Country, or location group.
ORIGIN-INLAND-DIST	This field represents the inland distance (if any) from the inland origin point to the origin via-port.
ORIGIN-INLAND-MODE	This field represents the type of transportation used from the origin to the port of load (e.g., motor, rail).
ORIGIN-INLAND-RATE	This field represents the inland rates for moving the cargo from the origin to the Port of Load.
ORIGIN-SERVICE-TYPE	This field represents the origin service code; this is represented by the first character in the service type code.
PACKAGING-TYPE	This field represents the packaging units used to contain the commodity (e.g., barrels, cartoons, pallets).
POD	This field represents Port of Destination – the port at which the cargo is Unloaded from the ship.
POL	This field represents Port of Load – the port at which the cargo is loaded Onto the ship.
RATE-BASIS	This field represents the rate basis (e.g., Weight, Measure, Per Container) Used to compute the basic ocean freight (this may or may not be the same as the TLI-RATE-BASIS).

**RULE 28-C (continued)
FIELDS WITHIN AN ASSESSORIAL**

RATED-COUNT	This field represents the adjusted quantity of units shipped when the rate Basis is EACH, after any modifications have been applied.
RATE MBF	This field represents the adjusted MBF (thousand-board-feet) measure for the cargo.
RATE-VALUE	This field represents the adjusted value for cargo that is rated on an Ad Valorem basis.
RATED-VOLUME	This field represents the adjusted volume of the commodity shipped after any modifications have been applied.
RATED-WEIGHT	This field represents the adjusted weight of the commodity shipped After any modification have been applied.
SERVICE-TYPE	This field represents the type of cargo move (e.g. OO – ocean port to



ocean port).

SHIPPER-OWNED	This field represents whether the vessel used in shipping the cargo is Shipper-owned or leased.
STRIPPING-MODE	This field represents the method used to remove the cargo from the containers (hand or mechanical).
STUFFING-MODE	This field represents the method used to load the cargo into the containers (hand or mechanical).
TARIFF-VOL-TON	This field represents the volume basis used in a tariff.
TARIFF-WT-TON	This field represents the weight basis used in a tariff.
TRANSSHIP	This field represents whether transshipment services are required for the cargo move.
VOLUME/WEIGHT-RATIO	This field represents the calculated ratio of the rated volume to the rated weight.

**RULE 28-D
CALCULATION TYPES WITHIN AN ASSESSORIAL**

A number of calculation formats (known as a calculation templates) are used in defining an assessorial. The calculation templates below are assignment statements. This means that the result of a function performed on A and B is assigned to the variable represented by X. In these templates, A and B represent variables or constants that are defined by the filer during tariff creation. An example is included with each calculation formula.

**RULE 28-F
DEFINITION OF CYCLES
N/A**

**RULE 28-G
MULTIPLE CONTAINER RATING**

Multiple container rating allows the user to enter container or unit-specific rating values for up to 100 containers in a single shipment. The calculation process then determines basic ocean



freight and surcharges for each container in the shipment. The Charges for each container are then totaled, shipment-specific charges are computed, and these are then added together to determine the total freight for a shipment.

**RULE 28-H
CHARGE ASCCUMULATORS
N/A**

**RULE 28-I
CONSTANTS OF AN ASSESSORIAL
N/A**

**RULE 29
SYMBOLS**

See Following Sub-rules.

**RULE 29-A
AMENDMENT CODES**

CODE	DEFINITION
(A)	Increase (Not a General Rate Increase in Domestic Commerce)
(C)	Change resulting in neither increase or decrease in rates or charges
(E)	Expiration (Also use "A", if the deletion results in the application of a Higher "cargo, n.o.s." or similar rate)
(G)	General rate increase or decrease (Domestic Commerce)
(I)	New or initial matter
(K)	Rate or charge filed by a controlled common carrier member of conference Under independent action (Foreign Commerce)
(M)	Transportation of U.S. Department of Defense cargo by American flag common Carriers under terms and conditions negotiated and approved by the Military Sealift Command ("MSC"). (Foreign Commerce)
(P)	Extension of service to additional port(s) at rates already in effect for similar services at the port(s) being added; or the carrier's establishment of additional Terminal facilities at the port(s) already served, at the same rates as those Currently applicable to comparable facilities of the carrier at the same port. (Domestic Commerce) Additional of a port or point (Foreign Commerce)
(R)	Reduction (Not a General Rate Decrease in Domestic Commerce).

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- (S) Special Case matter filed pursuant to Special Permission, Special Docket or Other Commission direction, including a correction amendment to, or resubmission (after notice of intent or reject) of, Essential Terms; filing of material to put tariff in order after rejection or overturning of rejection; or, filing of tariff data after suspension, such as for domestic carriers and controlled carriers. Requires “Special Case Number”.
- (T) Terminal Rates, charges or provisions or canal tolls over which the carrier has no control.
- (W) Withdraw an erroneous filing on the same day.
- (X) Exemptions: 1. Controlled carrier data in U.S./bilateral trades or in trades served Exclusively by controlled carriers; or, 2. Domestic carrier 1-day notice for certain Filings.
-

**RULE 29-B
ABBREVIATIONS**

A/C	- For the Account of
AF	- As Freight
Addl	- Any Quantity
AQ	- Any Quantity
ARB	- Arbitraries
AV	- Ad Valorem (According to Value)
BUC	- Bunker Usage Charge

**RULE 29-B (continued)
ABBREVIATIONS**

Bbl	- Barrel Charge
Bdl	- Bundle
B/L	- Bill(s) of Lading
CC	- Currency Charge
Cbm	- Cubic Meter
CFR	- Code of Federal Regulations
Cft or CF	- Cubic Foot (Feet)
CIF	- Cost, Insurance, Freight
CKD	- Completely Knocked Down
Cl'd or Concl'd	- Concluded
C	- Centimeter(s)
COD	- Collect on Delivery
COFC	- Container on Flat Car
Cont'd or CTD	- Continued
CSC	- Container Service Charge
CTNS	- Cartons
Ctr	- Container



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Cts	- Controlled Temperature Service
Cwt	- 100 Lbs
CY	- Container yard
Carrier provided	- carrier owned
	- carrier owned/leased
	- carrier provided
	- carrier operated
	- carrier supplies
DTSC	- Destination Terminal Service Charge
D/D	- Door/Door
D/M	- Door/Motor
D/O	- Door/Ocean
D/R	- Door/Rail
DFL	- Dutch Florins-Gulde
DKR	- Danish Korna
DM	- Deutsch Marks
EAOF	- Except as otherwise Provided
EA	- Each
EAN	- Except as otherwise Noted
Eff	- Effective
EUR	- EURO
Excl or EXL	- Excluding
EXD	- Exceeding
EXP	- Expires
F	- Fahrenheit (Degrees)
FAK	- Freight All Kinds

RULE 29-B (continued)
ABBREVIATIONS

FAS	- Free Alongside Ship
Flat	- Flatbed Trailer/Flat Rack Container
FMC	- Federal Maritime Commission
FMK	- Finnish Marks
FPP	- Freight Must be Prepaid
FR	- From
Ft	- Feet/Foot
'	- Feet/Foot
GRI	- General Rate Increase
GU	- Gulf Coast or Gulf Ports
HC	- High Cube
ICC	- Interstate Commerce Commission
ID	- Inside Diameter
In	- Inch (es)
"	- Inch (es)
Incl	- Including
KD/K.D.	- Knocked Down
KDF	- Knocked Down Flat



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Kg	- Kilo (s)
Lb	- Pound (s)
LCL	- Less Than Container Load
LS	- Lumpsum
LT	- Long Ton (2240 Pounds)
LWH	- Length, Width, Height
MBM	- 1000 Foot Board measure
MC	- Maximum Charge per Container in \$
M	- Maximum
MN	- Minimum
NEX	- Not Exceeding/Not to Exceed
NF	- Not Frozen
NO.(s)	- Number or Numbers
NOR or N.O.R.	- Not otherwise specified in the same Item or Rule
NOS or N.O.S.	- Not otherwise specified in these Tariff Rules
NS or N.S.	- Not subject to Items or Rules as shown in Rate Item
O.T.	- Other than
OZ	- Ounce
PC	- Per Container
Para	- Paragraph
PV	- Per Vehicle
Rev	- Revised
S.A.	- South Atlantic Ports
SOL	- Shipper Owned or Leased Equipment
ST./S.T.	- Subject to Item(s) or Rule(s)

**RULE 29-B (continued)
ABBREVIATIONS**

SU/S.U.	- Set Up
THC	- Terminal Handling Charge
TL	- Truckload or Trailerload
UK	- United Kingdom
Up to	- Up to/Upto
USA	- United States of America
USD	- United States Dollar
\$	- United States Dollar
VIZ:	- Namely
W	- Weight per 1000 kgs
WM	- Weight or Measure
W/WO	- With or Without

**RULE 29-C
ABBREVIATIONS FOR IDENTIFICATION OF STATES**

United States Postal Service abbreviations are used for States

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Alabama	AL	Kansas	KS	New Mexico	NM	Virginia	VA
Alaska	AK	Kentucky	KY	New York	NY	Washington	WA
Arizona	AZ	Louisiana	LA	North Carolina	NC	West Virginia	WV
Arkansas	AR	Maine	ME	North Dakota	ND	Wisconsin	WI
California	CA	Maryland	MD	Ohio	OH	Wyoming	WY
Colorado	CO	Massachusetts	MA	Oklahoma	OK		
Connecticut	CT	Michigan	MI	Oregon	OR		
Delaware	DE	Minnesota	MN	Pennsylvania	PA		
District of Columbia	DC	Mississippi	MS	Rhode Island	RI		
Florida	FL	Missouri	MO	South Carolina	SC		
Georgia	GA	Montana	MT	South Dakota	SD		
Idaho	ID	Nebraska	NE	Tennessee	TN		
Illinois	IL	Nevada	NV	Texas	TX		
Indiana	IN	New Hampshire	NH	Utah	UT		
Iowa	IA	New Jersey	NJ	Vermont	VT		

**RULE 29-D
VALID CODES**

The following list contains all valid codes and their definitions as used in ATFI.

48	48 FT
53	53 FT

Container Size

CODE	Definition
N/A	Not Applicable
LTL	Less Than Load
20	20FT
24	24FT
35	35FT
40	40FT
40A	40FT, 9'0" HIGH CUBE
40B	40FT, 9'6" HIGH CUBE
40S	40FT, 8'0"
40X	40FT' Any Height
42	42FT

Container Temperature	
CODE	DEFINITION
N/A	Dry Container
FRZ	Frozen
CLD	Chilled
HTD	Heated
VEN	Ventilated

Container Type

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		CODE	DEFINITION
43	43FT		
45	45FT		
45A	45FT, 9'0" HIGH CUBE	PC	DRY
45B	45FT, 9'6" HIGH CUBE	RE	Reefer
45S	45FT, 8'0"	TC	Tank
45X	45FT, Any Height	OT	Open Top
IN	Insulated		
FR	Flat Rack		
N/A	Not applicable		
AC	Atmosphere Control		
DF	Drop Frame		
FB	Flat Bed		
GC	Garment Container		

Basis

W	Weight
M	Measure
W/M	Weight/Measure
LS	Lump Sum
AV	Ad Valorem
EA	Each
PC	Per Container
MBF	Thousand Board Feet

RULE 29-D (continued)

VALID CODES

Origin/Destination Service

B	Barge	CAR	Carrier
D	Door	CAS	Case
H	House	CBC	Cont. of Bulk Cargo
M	Motor	CBY	Carboy
O	Ocean Port	CCS	Can Case
P	Pier	CHE	Cheeses
R	Rail Yard	COR	Core
S	Container Station	CRD	Cradle
T	Terminal	CRT	Crate
U	Rail Siding	CSK	Cask
X	Team Tracks	CTN	Carton
Y	Container Yard	CYL	Cylinder
		DBK	Dry Bulk
Hazard Code		DRK	Double-length Rack
		DRM	Drum

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N/A	Not Applicable	DSK	Double-Length Skid
HAZ	Hazardous	DTB	Double-length
NHZ	Non-Hazardous	FIR	Firkin
		FLO	Flo-Bin
Packaging		FRM	Frame
		FSK	Flask
BAG	Bag	FWR	Forward Reel
BAL	Bale	HED	Heads of Beef
BBL	Barrel	HGH	Hogshead
BDL	Bundle	HPC	Hopper Car
BEM	Beam	HPT	Hopper Truck
BIC	Bing Chest	HRB	On Hanger/Rack in box
BIN	BIN	HRK	Half-Standard Rack
BLK	Bulk	HTB	Half-Stand. Tote Bin
BOB	Bobbin	JAR	Jar
BOX	Box	KEG	Keg
BRG	Barge	KIT	Kit
BSK	Basket/Hamper	KRK	Knockdown Rack
BUS	Bushel	KTB	Knockdown Tote Bin
BXI	Box, with Inner Cntn	LBK	Liquid Bulk
BXT	Bucket	LIF	Lifts
CAB	Cabinet	LOG	Log
CAG	Cage	LSE	Loose
CAN	Can	LUG	LUG

RULE 29-D (continued) VALID CODES

LVN	Lift Van	VPK	Van Pack
MRP	Multi-roll Pak	WHE	On Own Wheels
NOI	Noil	WLC	Wheeled Carrier
NST	Nested	WRP	Wrapped
PAL	Pail	N/A	Not Applicable
PCK	Packed – NOS		
PCS	Pieces		
PIR	Pirns		
PKG	Package		
PLF	Platform		
PLN	Pipe Line		
PLT	Pallet		
POV	Private Vehicle		
PRK	Pipe Rack		
QTR	Quarters of Beef		
RAL	Rail (semiconductor)		
RCK	Rack		
REL	Reel		

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ROL	Roll
RVR	Reverse Reel
SAK	Sack
SHK	Shook
SID	Sides of Beef
SKD	Skid
SKE	Skid, Elec, Lift Trk
SLV	Sleeve
SPI	Spin Cyclinders
SPL	Spool
TBE	Tube
TBN	Tote Bin
TKR	Tank Car Rail
TKT	Tank Truck
TLD	Intermdl Trlr/Cntnr
TNK	Tank
TRC	Tierce
TRK	Trunk and Chest
TRY	Tray
TSS	Truck, Salesman Samp
TUB	Tub
UNP	Unpacked
UNT	Unit
VEH	Vehicles

RULE 29-D (continued)**VALID CODES**

Currency

CODE	DEFINITION
USD	United States Dollar
AED	United Arab Emirates Dirham
ALL	Albanian Lek
AOA	Angola New Kwanza
ARS	Argentina Peso
AUD	Australian Dollar
BAM	Bosnian Mark
BDT	Bangladesh Taka
BGN	Bulgarian Lire
BHD	Bahraini Dinar
BOB	Bolivia Boliviano
BRL	Brazilian Real
CAD	Canadian Dollar

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CHF	Swiss Franc
CLP	Chilean Peso
CNY	Chinese Yuan
COP	Colombian Pesos
CRC	Costa Rican Colones
CZK	Czech Koruna
DKK	Danish Krona
DOP	Dominican Peso
EUR	Euro
GBP	Great Britain Pound
GTQ	Guatemalan Quetzales
HKD	Hong Kong Dollar
HNL	Honduran Lempira
HRK	Croatia Kuna
HUF	Hungarian Forint
IDR	Indonesian Rupiah
ILS	Israeli Shekel
INR	Indian Rupee
IRR	Iranian Rial
JOD	Jordan Dinar
JPY	Japanese Yen
KES	Kenya Shilling
KRW	South Korean Won
KWD	Kuwaiti Dinar
LBP	Lebanon Pound

RULE 29-D (continued)**VALID CODES**

Currency

CODE	DEFINITION
LKR	Sri Lanka Rupie
LTL	Lithuania Litas
LVL	Latvian Lat
MAD	Moroccan Dirham
MKD	Macedonian Denar
MUR	Mauritius Rupee
MXN	Mexican Peso
MYR	Malaysian Ringgit
MZN	Mozambique New Metical
NAD	Namibia Dollar
NGN	Nigerian Naira
NIC	Nicaraguan Cordoba
NOK	Norwegian Krone

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NZD	New Zealand Dollar
PAB	Panamanian Balboa
PEN	Peruvian Nuevo Sol
PHP	Phillippine Peso
PKR	Pakistan Rupee
PLN	Polish Zloty
QAR	Qatari Rial
RON	Romania Leu
RUB	Russian Ruble
SAR	Saudia Arabian Rial
SDR	Special Drawing Rights
SEK	Swedish Krona
SGD	Singapore Dollar
SVC	Salvadoran Colon
THB	Thailand Baht
TTD	Trinidad Tobago Dollar
TWD	New Taiwan Dollar
TZS	Tanzania Shilling
UAH	Ukrainian Hryvnia
UGX	Uganda Shilling
UYU	Uruguayan Peso
VEF	Venezuelan Bolivar Fuerte
XAF	Central African Franc (CFA)
ZMK	Zambian Kwacha

RULE 29-D (continued)
VALID CODES

FMC Status/Rejection

CODE	DEFINITION
00	Pending Review
01	Not rejected; item accepted
02	Rejected: Change on less than required notice
03	Rejected: Failure to show new points/routing/through routes for intermodal transportation
04	Rejected: Unclear or indefinite; garbled
05	Rejected: Duplicating or conflicting
06	Rejected: Retroactive effective date
07	Rejected: Lack of or improper use of revision symbol(s)
08	Rejection of ET because Service Contract not timely filed
09	Suspended
10	Cancelled



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11-98 Reserved for System automatic edit checks
99 Special (See comments)

Stowage Codes

CODE	DEFINITION
OD	On Deck
BS	Bottom Stowage

FF/Broker Types

CODE	DEFINITION
N/A	Not Applicable
FF	Freight Forwarder
CB	Customs House Broker
OTH	Other

Origin/Destination Inland Mode Code

CODE	DEFINITION
N/A	Not Applicable
M	Motor
R	Rail
B	Barge
MR	Motor/Rail

Stuffing/Stripping Codes

CODE	DEFINITION
N/A	Not Applicable
MECH	Mechanical
HAND	Hand Loading

**RULE 30
ACCESS TO TARIFF INFORMATION**

PAPER DISTRIBUTION:

N/A

DATA ELEMENT:

Access to tariff information can be obtained through the Blue Anchor America Line website.

**RULE 31
SEASONAL DISCONTINUANCE**

Not Applicable.

RULE 32



RESERVED FOR FUTURE USE

Reserved

**RULE 33
PROJECT RATES**

Not Applicable.

**RULE 34
TERMINAL TARIFFS**

Not Applicable.

**RULE 100
ANTI-REBATE PROVISION**

The Carrier has a policy against the payment of any rebate by the company or by any officer, employee, or agent, which payment would be unlawful under the Shipping Act of 1984. Such policy has been certified to the Federal Maritime Commission in accordance with the Shipping Act of 1984.
