

Interfreight Harmonized Logistics (017823-002) Tariff Rules

Rule 1 SCOPE

effective date = 23Jan2008

Rates, Rules and Regulations in this Tariff apply on shipments BETWEEN Ports or Points in the United States AND Ports and Points in Foreign Countries named below. All shipments handled under this Tariff shall be transported from Origin Port or Point to Destination Port or Point under Carrier's Bill of Lading (See Rule 8) and shall be governed by the terms thereof.

Except as otherwise specifically provided in this Tariff, rates and conditions apply to service provided by the Carrier:

A. BETWEEN: UNITED STATES PORTS AND POINTS

1. U.S. PORTS:

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PACIFIC COAST PORTS:

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

ATLANTIC COAST PORTS:

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Baltimore, MD	Norfolk, VA
Boston, MA	Philadelphia, PA
Charleston, SC	Port Everglades, FL
Elizabeth, NJ	Portland, ME
Jacksonville, FL	Portsmouth, VA
Miami, FL	Savannah, GA
Newark, NJ	Wilmington, DE
Newport News, VA	Wilmington, NC
New York, NY	

GULF COAST PORTS:

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Brownsville, TX	Lake Charles, LA
Corpus Christi, TX	Mobile, AL
Galveston, TX	New Orleans, LA
Gulfport, MS	Tampa, FL
Houston, TX	

2. INTERCHANGE PORTS

Ports in the United States as defined in Rule 1.A.1.

3. U.S. INTERIOR POINTS (IPI) SERVICE

Rates apply from or to U.S. Interior Points in the following states, as named in specific tariff line items only, via interchange ports named in Rule 1.A.2.

Alabama (AL)	Nebraska (NE)
Arizona (AZ)	Nevada (NV)
Arkansas (AR)	New Hampshire (NH)
California (CA)	New Jersey (NJ)
Colorado (CO)	New Mexico (NM)
Connecticut (CT)	New York (NY)
Delaware (DE)	North Carolina (NC)
Florida (FL)	North Dakota (ND)
Georgia (GA)	Ohio (OH)
Idaho (ID)	Oklahoma (OK)
Illinois (IL)	Oregon (OR)
Indiana (IN)	Pennsylvania (PA)
Iowa (IA)	Rhode Island (RI)
Kansas (KS)	South Carolina (SC)

Kentucky (KY)	South Dakota (SD)
Louisiana (LA)	Tennessee (TN)
Maine (ME)	Texas (TX)
Maryland (MD)	Utah (UT)
Massachusetts (MA)	Vermont (VT)
Michigan (MI)	Virginia (VA)
Minnesota (MN)	Washington (WA)
Mississippi (MS)	West Virginia (WV)
Missouri (MO)	Wisconsin (WI)
Montana (MT)	Wyoming (WY)

B. AND: FOREIGN PORTS AND POINTS

1. NORTHEAST ASIA PORTS -

CHINA:	Dalian, Huangpu, Guangzhou, Qingdao, Shanghai, Tianjin, Xingang
JAPAN:	Kobe, Nagoya, Naha, Osaka, Tokyo, Yokohama
KOREA REPUBLIC OF:	Busan, Inchon
MACAU:	Macau
HONG KONG:	Hong Kong
TAIWAN:	Keelung, Kaohsiung, Taichung

2. SOUTHEAST ASIA PORTS -

BRUNEI:	Muara
PHILIPPINES:	Cebu, Manila
SINGAPORE:	Singapore
MALAYSIA:	Penang, Kelang
INDONESIA:	Belawan, Djakarta, Semarang, Surabaya
THAILAND:	Bangkok

3. SOUTH PACIFIC PORTS -

AUSTRALIA:	Adelaide, Brisbane, Fremantle, Hobart, Melbourne, Perth, Sydney
NEW ZEALAND:	Auckland, Christchurch, Dunedin, Lyttelton, Port Chalmers, Wellington
SOLOMON ISLANDS:	Honiara
PAPUA NEW GUINEA:	Lae, Port Moresby
NEW CALEDONIA:	Noumea
TONGA:	Nukualofa
VANUATU:	Port Vila
FIJI:	Suva
FRENCH POLYNESIA:	Papeete

4. NORTH EUROPEAN CONTINENT PORTS -

BELGIUM:	Antwerpen
FRANCE:	Le Havre
GERMANY:	Bremen, Bremerhaven, Hamburg
NETHERLANDS:	Amsterdam, Rotterdam

5. UNITED KINGDOM PORTS -

UNITED KINGDOM:	Felixstowe, Liverpool, London, Southampton, Tilbury, Glasgow, Greenock, Grangemouth
IRELAND:	Belfast, Dublin, Cork, Galway, Waterford

6. SCANDINAVIAN PORTS -

DENMARK:	Aarhus, Copenhagen
FINLAND:	Helsinki, Kotka, Turku
NORWAY:	Bergen, Oslo, Stavanger
POLAND:	Gdynia
SWEDEN:	Gothenburg, Helsingborg, Malmo, Norrkoping, Stockholm, Wallhamn
UNION OF SOVIET SOCIALIST REPU:	Riga, Tallinn

7. SOUTH EUROPEAN AND MEDITERRANEAN PORTS -

BULGARIA:	Varna
CYPRUS:	Larnaca, Limassol

FRANCE:	Marseille
GREECE:	Piraeus, Salonika
ISRAEL:	Ashdod, Haifa
ITALY:	Savona, Genoa, Leghorn, Naples, Palermo, Venice, Trieste, La Spezia
JORDAN:	Aqaba
LEBANON:	Beirut, Tripoli
MALTA:	Valletta
PORTUGAL:	Lisbon, Leixoes, Oporto
ROMANIA:	Constanta
SPAIN:	Algeciras, Alicante, Barcelona, Bilbao, Cadiz, Malaga, Sevilla, Valencia
SYRIA:	Latakia
TURKEY:	Iskenderun, Istanbul, Izmir, Mersin
YUGOSLAVIA:	Koper, Split

8. SOUTH AMERICA PORTS:

ARGENTINA:	Buenos Aires, La Plata
BRAZIL:	Belem, Fortaleza, Imbituba, Itajai, Itaqui, Paranagua, Recife, Rio de Janeiro, Rio Grande, Salvador, Santos, Sao Paulo, Sao Francisco Do Sul, Vitoria
CHILE:	Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas, Talcahuano, Tocopilla, San Antonio, Valparaiso
COLOMBIA:	Barranquilla, Buenaventura, Cartagena, Santa Marta
ECUADOR:	Guayaquil
FRENCH GUIANA:	Cayenne
GUYANA:	Georgetown
PARAGUAY:	Asuncion
PERU:	Callao, Matarani
SURINAME:	Paramaribo
URUGUAY:	Montevideo
VENEZUELA:	La Guaira, Maracaibo, Puerto Cabello

9. MIDDLE EAST PORTS:

BAHRAIN:	Bahrain
BANGLADESH:	Chittagong
BURMA:	Rangoon
INDIA:	Bombay, Calcutta, Cochin, Madras, Vishakhapatnam
IRAN:	Bandar Abbas, Tehran
KUWAIT:	Kuwait
OMAN:	Mina Qabus, Muscat
PAKISTAN:	Karachi
QATAR:	Doha
SAUDI ARABIA:	Dammam, Jeddah
SRI LANKA:	Colombo
UNITED ARAB EMIRATES:	Abu Dhabi, Dubai, Sharjah
YEMEN:	Aden, Hodeidah

10. AFRICAN PORTS -

ALGERIA:	Alger
ANGOLA:	Lobito, Luanda
BENIN:	Cotonou
CAMEROON:	Douala
COMOROS:	Moroni
CONGO:	Pointe Noire
DJIBOUTI:	Djibouti
EGYPT:	Alexandria
ETHIOPIA:	Assab, Mitsiwa
GABON:	Libreville
GAMBIA THE:	Banjul
GHANA:	Accra
GUINEA:	Conakry
GUINEA BISSAU:	Bissau
IVORY COAST:	Abidjan
KENYA:	Mombasa

LIBERIA:	Monrovia
LIBYA:	Benghazi
MADAGASCAR:	Tamatave
MAURITANIA:	Nouakchott
MAURITIUS:	Port Louis
MOROCCO:	Agadir, Casablanca, Tangier
MOZAMBIQUE:	Beira, Maputo, Nacala
NAMIBIA:	Walvis Bay
NIGERIA:	Lagos, Port Harcourt
REUNION:	Pointe Des Galets
SENEGAL:	Dakar
SEYCHELLES:	Mahe
SIERRA LEONE:	Freetown
SOMALIA:	Mogadishu, Berbera
SOUTH AFRICA:	Cape Town, Durban, East London, Port Elizabeth
SUDAN:	Port Sudan
TANZANIA UNITED REPUBLIC OF:	Dar es Salaam, Tanga
TOGO:	Lome
TUNISIA:	Sfax, Sousse, Tunis
ZAIRE:	Matadi

11. CENTRAL AMERICA -

BELIZE:	Belize City
COSTA RICA:	Caldera, Puerto Limon
EL SALVADOR:	Acajutla, San Salvador
GUATEMALA:	Puerto Barrios, Puerto Quetzal, San Jose, Santo Tomas
HONDURAS:	Amapala, Puerto Cortes, San Pedro Sula, San Lorenzo
MEXICO:	Chetumal, Cozumel, Manzanillo, Progreso, Tampico, Veracruz
NICARAGUA:	Corinto, Managua
PANAMA:	Balboa, Colon, Cristobal, Panama City

12. CARIBBEAN/ATLANTIC ISLANDS

ANTIGUA AND BARBUDA:	Antigua
BARBADOS:	Bridgetown
BERMUDA:	St Georges
DOMINICA:	Roseau
DOMINICAN REPUBLIC:	Santo Domingo, Rio Haina
GRENADA:	Saint George s
GUADELOUPE:	Basse Terre
HAITI:	Port Au Prince
JAMAICA:	Kingston, Montego Bay
MARTINIQUE:	Fort de France
MONTSERRAT:	Plymouth
NETHERLANDS ANTILLES:	Aruba, Curacao, Kralendijk, Oranjestad, St Maarten, Willemstad
ST KITTS AND NEVIS:	Charlestown
ST VINCENT AND THE GRENADINES:	St Vincent
TRINIDAD AND TOBAGO:	Port of Spain

13. INTERCHANGE PORTS

Foreign Ports as defined in Rules 1.B.1 thru 1.B.12.

14. FOREIGN INTERIOR POINTS (IPI) SERVICE

Rates apply from or to Foreign Interior Points in all countries, as named in specific tariff line items only, via interchange ports named in Rule 1.B.13.

C. APPLICATION OF INTERMODAL RATES

1. Rates in this tariff apply from or to U.S. and Foreign Interior Points as specified in individual rate items via Interchange Ports as specified in Rules 1.A.2 and/or Rule 1.B.13.

2. Rates are through water-rail, water-rail-motor, water-motor, rail-water, motor-rail-water or motor-water rates.

3. Rates include all charges for switching, drayage and other transfer service (including handling and wharfage) at interchange ports or intermediate points on shipments handled through and not stopped for special service at such interchange ports or intermediate points.

4. Intermodal Rates apply on shipments in containers, except as provided in the individual rate items.

5. Except as otherwise specifically provided, all rules, regulations and charges applicable to U.S. Ports are also applicable to Interior Points via Intermodal (IPI) Service.

Rule 2 APPLICATION OF RATES AND CHARGES

effective date = 23Jan2008

See Subrules.

Rule 2-A SERVICE

effective date = 23Jan2008

1. Rates in this tariff offer the following services:

Code: Y  
Abbreviation: CY  
Definition: CY cargo is that cargo loaded into or unloaded from transport equipment by a shipper or consignee outside of Carrier's terminal facility.

Code: S  
Abbreviation: CFS  
Definition: CFS cargo is that cargo tendered to or received from Carrier at his terminal and loaded into or unloaded from transport equipment (containerized) or the vessel (non-containerized) by Carrier.

Code: D  
Abbreviation: Door  
Definition: Door cargo is that cargo loaded or unloaded on shipper's or consignee's premise at shipper's or consignee's expense. Rate includes inland transportation from shipper's premises to carrier's facility or carrier's facility to consignee's premises.

2. Except as otherwise provided for Less than Container Load Service, Rates apply on cargo delivered to Carrier's Terminal for delivery to Ports and/or Points designated in Rule No. 1.

3. Rates do not include tolls, switching of rail cars, lighterage, transfer, storage, rail car demurrage, motor carrier detention, refrigerated and heated service, except as otherwise provided.

4. Transportation performed under provisions of this tariff for which rates are provided must be in accordance with Carrier's Bill of Lading. (See Rule 8).

Rule 2-B COMMODITY DESCRIPTIONS

effective date = 23Jan2008

1. Description of commodities on all Bills of Lading determine the rates applicable. Verification of Bills of Lading descriptions shall be by comparison with Customs

Declaration or Entry. Commodity descriptions may be corrected in event of misdeclaration only when supported by Customs Declaration or Entry. Trade names are not acceptable commodity descriptions and Shippers are required to declare their commodities by their generally accepted common names.

2. Rates apply only to specific commodities named and cannot be applied to analogous articles. Unless a specific tariff rate item is provided, the generic N.O.S. or Cargo, N.O.S. or Hazardous Cargo, N.O.S. rate must apply.

Rule 2-C VALUE BASIS

effective date = 23Jan2008

Rates provided on a specific value scale must be determined on value basis and net weight or measurement, if applicable, as declared on validated United States Export Declaration covering the shipment.

Rule 2-D ARTICLES SUBJECT TO DIFFERENT RATES

effective date = 23Jan2008

If any individual packages within the container contains articles subject to different rates, the rate on such individual package or packages shall be calculated at the rate applying on the highest rated commodity contained within the package.

Rule 2-E GOVERNMENT INSPECTIONS AND CHARGES

effective date = 23Jan2008

Rates do not include charges established by Customs and/or Port Authority Tariffs, except when cargo transshipped at a Foreign Port, cost of transshipment shall be absorbed by Carrier.

When cargo must undergo inspection by United States Customs, Agricultural Dept., Food and Drug Administration or other Government Agency, such inspections shall be at the risk and expense of the cargo. All expenses paid or billed through Carrier for these inspections shall be charged to the cargo, including all transportation of containers, stripping and reloading the cargo of the containers, if required.

Rule 2-F BULK OR LIQUID SHIPMENTS

effective date = 23Jan2008

Rates do not apply on bulk or liquid shipments unless specifically provided in tariff rate item.

Rule 2-G PARTS

effective date = 23Jan2008

Wherever rates are provided for articles, the same basis also applies on parts of such articles where so described on the Bill of Lading, except where specific rates are provided on such parts.

Rule 2-H RESERVED

effective date = 23Jan2008

Reserved

Rule 2-I INSURANCE

effective date = 23Jan2008

Rates do not include Marine Insurance or any other class or type of insurance. Carrier may provide Marine Insurance if requested by Shipper in writing prior to the time of shipment at a charge in addition to all other applicable charges.

Rule 2-J THROUGH DATES (SPECIAL RATES)

effective date = 23Jan2008

Rates with Through Dates published in this tariff supersede the general tariff rate application on that tariff rate item.

Rule 2-K METHOD OF COMPUTING FREIGHT

effective date = 23Jan2008

All rates are in U.S. Dollars and unless otherwise specified in individual rate items apply per ton of 1,000 Kgs. (W) or 1 Cubic Meter (M). Rates prefixed by symbols WM are optional weight or measurement rates per ton of 1,000 Kgs., or 1 Cubic Meter and the rate basis yielding the greater revenue will be charged. Except as otherwise provided, the application of gross weight and/or measurement shall be determined as follows:

1. Rates based on a weight (W) basis shall be computed on the gross weight of the shipment. No allowance shall be made for the weight of the package or packaging.
2. Rates based on a cubic measurement (M) basis shall be computed on the total cubic measurement of the shipment or the gross or overall cubic measurement of the individual pieces or packages.
3. Rates based on the cubic measurement of oddsize and outsize shipments such as aircraft parts, structural steel objects or construction machinery, shall be measured and computed on the dimensions as they would stow or be loaded into Carrier's container(s).
4. Cubic measurement for individual pieces or packages shall be computed in accordance with the following rules:
  - a. All fractions under one-half centimeter are dropped.
  - b. All fractions over one-half centimeter are extended to the next full centimeter.
  - c. Where there is a fraction of exactly one-half centimeter in one dimension, it shall be extended to the next full centimeter.
  - d. Where there are fractions of exactly one-half centimeter in two dimensions, the one in the smaller dimension shall be extended to the next full centimeter and the other dropped.
  - e. Where there are fractions of exactly one-half centimeter in three dimensions, those in the largest and smallest dimensions shall be extended to the next full centimeter and the other dropped.

Rule 2-L BREAKBULK (LOOSE) CARGO

effective date = 23Jan2008

Rates apply to or from ship's tackle at loading and unloading point and include only the on shore or on-lighter cost of hooking slingload to ship's gear, but do not include handling charges, state tolls, wharfage or any other terminal charges, unless specifically provided.

Rule 2-M PACKING AND MARKING

effective date = 23Jan2008

All shipments tendered to Carrier must be packed in a manner to insure safe transportation with ordinary care. Such packing shall at least meet the standard set for domestic shipping within the United States. All pieces of a shipment must bear marks and numbers, place of destination and country of origin. These packing and marking requirements are the responsibility of the Shipper.

Rule 2-N REFRIGERATED CARGO IN CONTAINERS

effective date = 23Jan2008

Rates named herein for controlled temperature cargo apply on shipments transported in insulated containers equipped with temperature control apparatus which requires operations of such apparatus for protection from heat and cold. Shipper must specify that controlled temperature container is required when booking shipment and must specify the temperature to be maintained on shipping documents.

Rule 2-O SAMPLES

effective date = 23Jan2008

Bona fide samples not exceeding 0.04 CBM may be carried without charge when shipped with the goods it represents, whether in the same package or container with the goods or in overflow containers. Tariff rates and charges will apply on any amount in excess of 0.04 CBM.

Rule 2-P ADVERTISING MATTER

effective date = 23Jan2008

Advertising matter may be shipped with the goods it advertises, at the rate applying on such goods, whether in the same package with the goods or in separate packages when accompanying the goods, provided the amount of advertising matter does not exceed 5% of the gross weight or measurement of the goods and packing.

Rule 2-Q RESTRICTED COMMODITIES

effective date = 23Jan2008

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

1. Explosives, inflammable, dangerous, or objectionable goods. (See Rule 16)
2. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
3. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier, containers, or other cargo.
4. Cargo which requires protection from heat or cold except cargo moving under refrigeration rates or in ventilated or insulated containers.
5. Bank bills, coin or currency, deeds, drafts, notes or valuable paper of any kind; jewelry including costume or novelty jewelry except where otherwise specifically provided; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques, or other related or unrelated old, rare, or precious articles of extraordinary value except when prior arrangements have been concluded



with Carrier.

6. Live animals.

Rule 2-R PRIOR BOOKING

effective date = 23Jan2008

All property transported under the provisions of this tariff must be booked with Carrier prior to shipment. Cargo booking for shipper loaded containers must be made sufficiently in advance of scheduled sailing date so empty containers may be furnished, loaded at Shipper's premises and returned to Carrier's Terminal prior to departure of vessel on which cargo is booked. Shipper must specify the number and type of containers desired to accommodate shipment at time of shipment.

Nothing in this tariff shall be construed as requiring Carrier to transport property or furnish service for which it does not possess suitable or sufficient equipment, nor to accept shipments when equipment is unavailable.

Rule 2-S RESERVED

effective date = 23Jan2008

Reserved

Rule 2-T PALLETIZED CARGO

effective date = 23Jan2008

Freight Computation

1. When cargo is delivered to Carrier in unitized loads on shipper-owned pallets, the actual weight or measurement of the pallet shall be excluded, only to the extent that such weight or measurement does not exceed 10% of the total weight or measurement of the entire unit. The weight or measurement of protective, reinforcing and other external materials shall not be excluded except as may be specifically provided for in a tariff item.

2. On unitized cargo on Carrier's pallets supplied to shippers, freight shall be assessed on the individual package measurement/weight and no allowance shall apply.

Bill of Lading will be issued to acknowledge receipt of given number of palletized loads said to contain a given number of pieces and/or packages, and shall be claused: "Shipper's load and count. Cargo covered by this bill of lading has been palletized by the shipper and shipper has arranged for the consignee and/or receiver to take delivery of this shipment on the same pallets received from the shipper by Carrier."

Rule 2-U EXCLUSIVE USE

effective date = 23Jan2008

1. When a container is loaded for the exclusive use by the shipper or his authorized representative and delivered to the CY, freight charges shall be calculated at the applicable rate of the contents subject to the minima as set forth below. When a shipper loads or partly loads only one container, the minimum rule as set forth below will apply.

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

b) In the case of container loaded with a single commodity rated on a measurement basis, the minimum shall be calculated at 85% of the total inside cubic capacity of

the container except where the weight capacity of the container has been fully utilized or when the maximum over-the-road legal weight limitation in transit to destination would be exceeded, in which case freight will be assessed on a measurement basis based on the maximum full weight capacity or the over-the-road legal weight limitation of the container, whichever is the lesser.

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

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

## 2. OVER-FLOW LOADS

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

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

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

## Rule 2-V SHIPPER'S LOAD AND COUNT

effective date = 23Jan2008

When containers are loaded by Shipper or his Agent and sealed or delivered to Carrier pursuant to the provisions of Rule 21, Carrier accepts said shipments subject to "Shipper's Load and Count" and so clausued on the Bill of Lading in accordance with the following conditions:

1. Carrier will not be responsible for damage resulting from improper loading or article mixing in Carrier's containers, nor any count discrepancy or concealed damage to articles, except where shown due to Carrier's negligence or when seals broken in transit.

2. Carrier not responsible for spoilage or goods deterioration when tendered on a "Shipper's Load and Count Bill of Lading" in a non-insulated container not equipped with refrigeration and/or ventilating apparatus.

3. Consignee or his Agent must furnish Carrier with clean receipt prior to release of container or contents for delivery, except where seals are broken.

4. Containers with cargo destined to more than one ultimate receiver must be consigned to one party only to

whom Carrier will release the container and its contents at Port of Discharge.

5. When Carrier receives a sealed shipment in a Carrier furnished container occupying the full visible capacity of the container, individual cartons, packages or other separate articles need not be marked.

6. All cargo loaded in any one container must be for the same Port of Discharge.

7. Materials and labor required to secure and properly stow cargo must be supplied by Shipper at own expense. Carrier shall not be liable for such materials nor their return after use.

8. If Carrier exercises its option to open and inspect the contents of the container and the securing thereof and determines in its sole judgement the securing inadequate, Carrier possesses option of declining carriage or resecuring the cargo at expense of Shipper.

9. Carrier shall not be responsible for any expense incurred for customs examination and in no event must the vessel be delayed by such examination.

10. Containers shall be classed as a single unit for which only one Bill of Lading may be issued. Vessel's liability limited accordingly as per terms and conditions of Carrier's Bill of Lading, except as otherwise provided.

11. Shipper possesses option to place locks on any container, but Shipper must assume full responsibility for sending proper key to Consignee.

Rule 2-W DOCUMENTATION INSTRUCTIONS

effective date = 23Jan2008

1. Shipper or his Agent must furnish all documents required for export from country of origin and for import into country of destination and any other documents necessary for other countries through which shipments may move. Carrier shall furnish upon request the information concerning such documents, but shall not be required to volunteer such information.

2. The Bill of Lading must show the names and addresses of Shipper and Consignee. Shipments consigned "To Order" must show the name and address of the party to be notified. Shippers requiring properly endorsed Original Bill of Lading to be surrendered before delivery, must secure an Order Bill of Lading. If an Order Bill of Lading is lost, delayed, or otherwise not immediately available, Carrier may deliver shipment to party claiming in writing as lawfully entitled to possession of the property upon security of currency or Bank Cashier's Check in an amount equal to 125 percent (125%) of the invoice value of the property or at Carrier's option, a Bond of Indemnity with corporate security duly authorized to write surety bonds in amount equal to 200 percent of invoice value.

3. Shipper's Export Declarations

A duly executed copy of the shipper's export declaration, as required by U.S. Customs for each individual shipment accepted for transportation, must be delivered by the shipper to Carrier not later than 48 hours prior to the sailing of the vessel on which shipment or shipments are to be transported. Carrier will not issue Bills of Lading on any shipment until it has received copy or copies of necessary shipper's export declaration or declarations.

4. On-board Bills of Lading

On-Board Bills of Lading shall not be issued until the cargo stands actually laden on board the vessel.

Rule 2-X DIVERSIONS

effective date = 23Jan2008

Cargo may be diverted from Original Bill of Lading Destination if stowage permits, subject to an additional charge of \$150.00 per container, in addition to any costs involved when shifting cargo required in order to accomplish a diversion. The freight charge on cargo diverted from Original Bill of Lading Destination shall be the applicable rate to actual Port of Discharge, plus diversion charge, but in no case shall the resultant total freight charges be less than the freight charges to the Original Port of Discharge.

Rule 2-Y OPTIONAL DISCHARGE

effective date = 23Jan2008

When arrangements are made with Carrier at time of booking, cargo will be accepted for optional discharge at two or more Destination Ports. All cargo stowed for optional discharge shall be assessed an additional charge of \$125.00 per 20 foot container and \$150.00 per 40 foot container. The actual Port of Discharge must be declared no later than 48 hours prior to vessel's expected arrival at first Port of Discharge. Freight charges shall be computed to the Destination Port that produces the highest total charge.

Rule 3 EFFECTIVE DATE OF RATE APPLICABILITY

effective date = 23Jan2008

The rates, charges and rules applicable to any given shipment shall be those in effect on the date the cargo is received by the common carrier or its agent, including originating carriers in the case of rates for through transportation.

A shipment shall not be considered received until the full bill of lading quantity has been received.

Rule 4 HEAVY LIFT

effective date = 23Jan2008

Not Applicable.

Rule 5 EXTRA LENGTH

effective date = 23Jan2008

Not Applicable.  
Bills of Lading must show length of each piece or package.

Rule 6 MINIMUM BILL OF LADING CHARGES

effective date = 23Jan2008

Unless otherwise specifically provided, the minimum Bill of Lading charge shall be One (1) Revenue Ton for any single shipment.

Rule 7 PAYMENT OF FREIGHT CHARGES

effective date = 23Jan2008

A. Freight charges may be prepaid or collect in accordance with the following provisions:

(1) Prepaid Freight and Prepayment of Freight

When freight or charges are prepaid, Bills of Lading must not be issued except upon payment of such freight or charges in U.S. Dollars or in foreign currency based on the highest (numerical) Telegraph Transfer Selling Rate of Exchange (TTS) for U.S. Dollars on the day of receipt of the full Bill of Lading quantity.

(2) Collect Freight

Collect freight and charges must be paid to the ocean Carrier prior to release of cargo at terminal ports of discharge.

(3) Freight charges must be paid to Carrier before release of the cargo, unless prior arrangements to the contrary have been made with Carrier.

(4) Unless prior arrangements to the contrary have been made with Carrier, freight charges and all other charges must be prepaid on shipments of:

- (a) Household Goods
- (b) Personal Effects
- (c) Privately owned motor vehicles
- (d) Refused/Returned Shipments

(5) In the event Consignee or his agent refuse to pay freight and other charges, and merchandise remains undeliverable thereby, Shipper guarantees and remains liable for full payment of freight and other charges, together with any expense incurred while awaiting disposition of the cargo.

B. Freight charges may be prepaid or collect in accordance with the provisions of this Rule. Ocean Freight and other Tariff charges are due and completely earned upon receipt of cargo by Carrier.

Rule 8 BILL OF LADING TERMS AND CONDITIONS

effective date = 12Apr2019

Combined Transport Bill Of Lading

Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only. These provisions constitute a contract between Merchant and Carrier and may be used by Carrier only with the consent of the National Customs Brokers and Forwarders Association of America, Inc.

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

(2) DEFINITIONS: 2.1 "Ship" means the vessel named in this Bill of Lading, or any conveyance owned, chartered, towed or operated by Carrier or used by Carrier for the performance of this contract. 2.2 "Carrier" means INTERFREIGHT HARMONIZED LOGISTICS INC., on whose behalf this Bill of Lading has been signed. 2.3 "Merchant" includes the

Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons. 2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading. 2.5 "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods. 2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods. 2.7 "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well.

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

(4) ROUTE OF TRANSPORT: Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

(5) HINDRANCES AFFECTING PERFORMANCE: 5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery. 5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient, or (b) deliver the goods at the place of delivery. In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above. 5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency. 5.4 Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship howsoever given, by any actual or purported

government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract of carriage and shall not be a deviation.

(6) BASIC LIABILITY: 6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage. 6.2 If it is established that the loss of or damage to the goods occurred during sea carriage or during carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading. 6.3 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions: cannot be departed from by private contract to the detriment of Merchant, and would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable. 6.4 If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Section 6.2 above. 6.5 Carrier does not undertake that the goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay. 6.6 Carrier shall not be liable for any loss or damage arising from: (a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge, (b) compliance with the instructions of any person authorized to give them, (c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant, (d) inherent vice of the goods or concealed damage to or shortage of goods packed by Merchant, (e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed, (f) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads, (g) fire, unless caused by actual fault or privity of Carrier, (h) any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence. 6.7 When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid. 6.8 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

(7) COMPENSATION FOR LOSS AND DAMAGE: 7.1 Unless otherwise mandated by compulsorily applicable law, Carrier's liability for compensation for loss of or damage to goods shall in no case exceed the amount of US\$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is stuffed by Shipper or on its behalf, and the container is sealed

when received by Carrier for shipment, Carrier's liability will be limited to US\$500 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher valuation is declared by the Shipper is based on a value of US\$500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods. 7.2 In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract. 7.3 If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid. 7.4 Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required. 7.5 Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignors expense and presentation of a declaration of value for insurance purposes prior to shipment.

(8) DESCRIPTION OF GOODS AND INFORMATION FOR U.S. CUSTOMS: Carrier is responsible for transmitting information to U.S. Customs and Border Protection prior to lading of the Goods including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shippers complete name and address, the consignees or the owners or owners representatives complete name and address, hazardous materials codes, and container seal numbers. For this, and other purposes, Carrier relies on information provided by Merchant in a timely fashion. Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee and hazardous materials codes furnished by Merchant are correct and Merchant shall indemnify Carrier against all claims, penalties, losses or

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

(10) CONTAINER PACKED BY MERCHANT: If Carrier receives the goods already packed into containers: 10.1. This Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers; 10.2. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty; 10.3. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and 10.4. Carrier has the right but not the



obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and 10.5. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

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

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

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

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

(15) DELIVERY: Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge or place of delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within

the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or abandoned at Carrier's option, and may be disposed of or

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

(17) FREIGHT AND CHARGES: 17.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the container or package and examine contents, weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure and or value of the goods, Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (b) expenses incurred in determining the correct details, plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carriers tariff. 17.2 Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 1% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods. 17.3 Merchant shall be liable for all dues, fees, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government. Merchant shall be liable for all demurrage, detention or other charges imposed on the goods or their containers by third parties. 17.4 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid. 17.5 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

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

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

(20) JURISDICTION: The courts of NASSAU COUNTY, NEW YORK shall have exclusive jurisdiction over any dispute arising from the carriage evidenced by this Bill of Lading. Merchant and Carrier each hereby agree to the personal jurisdiction of the forum having jurisdiction over their disputes under this clause. Except as otherwise provided in this Bill of Lading, the laws of the State of, NEW YORK shall apply.

(21) GENERAL AVERAGE: 21.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier. 21.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels

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

(23) CARRIERS' TARIFFS: The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carriers' tariffs may be obtained from Carrier or its agents or from Carriers web-site, the address of which is set forth on the U.S. Federal Maritime Commissions web-site

at www.fmc.gov. Carrier may enter into Negotiated Rate Arrangements with Merchant in lieu of publishing the applicable rates and charges for services provided in its rate tariff.

(24) PERISHABLE CARGO: 24.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ships plant, or other such apparatus of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state. 24.2 Merchant undertakes not to tender for transportation any goods that require refrigeration without given written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the goods by Carrier. 24.3 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. 24.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods

(25) SEVERABILITY: The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or

(26) VARIATION OF THE CONTRACT: This contract supersedes all prior agreement between the parties with respect to its subject matter. No servant or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or

(27) NRA NEGOTIATED RATE ARRANGEMENTS: NVOCC NRA means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through transportation). Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.

Rule 9 FREIGHT FORWARDER COMPENSATION

effective date = 23Jan2008

Applies Outbound from U.S.A. only.

Compensation may be paid only to such Freight Forwarders who are qualified to carry on the business of forwarding and to receive compensation under the provisions of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, and regulations effective pursuant thereto, (46 CFR Part 515), and only when such Freight Forwarders have performed the services and made the certifications required by said public law and regulations, and any amendments thereto.

Rates of Freight Forwarder Compensation -

Except as otherwise provided, Compensation to a Freight

Forwarder shall be one and one-quarter percent (1.25%). Compensation shall not be paid on accessorial charges, charges assessed for containerization of cargoes, rental fees assessed for use of containers, and surcharges assessed in addition to rates to ports named in this tariff.

Rule 10 SURCHARGES AND ARBITRARIES

effective date = 23Jan2008

Not applicable.

Rule 11 MINIMUM QUANTITY RATES

effective date = 23Jan2008

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

Rule 12 AD VALOREM RATES

effective date = 23Jan2008

A. MARKET VALUE

Where rates in this tariff are shown as applying on an Ad Valorem basis, the market value declared on Certificate of Origin or Export Declaration is to be used in computing freight.

B. LIABILITY

The liability of Carrier as to the value of the shipment at the rates herein provided shall be determined in accordance with the clauses of Carrier's regular Bill of Lading form. If the Shipper desires to be covered for a valuation in excess of that allowed by Carrier's regular Bill of Lading governing such shipments, such additional liability only will be assumed by Carrier at the request of the Shipper prior to shipment, and upon payment of an additional charge of Three Percent (3%) of the total declared valuation in addition to the stipulated rate on the commodities shipped.

Rule 13 WAR RISK

effective date = 23Jan2008

In the event that threat, existence or continuance of any present or future war or warlike conditions of hostilities or civil commotion or the existence or continuance of conditions or cessation or prohibition of intercourse (commercial or otherwise) between nations or measures taken by any Government or Governments which, in the opinion of Carrier indicate that there is a danger of any of the foregoing which may render impossible performance of its obligations due to the requisition, seizure or loss of any of Carrier's vessels or any other cause whatsoever, whether similar or dissimilar, or which, in Carrier's sole judgement may directly or indirectly result in the imposition upon Carrier of any undue financial or other hardship or burden in the performance of its obligations or in an increase in rates of freight charged for ocean transportation generally, or in this trade, Carrier reserves the right of forthwith

cancelling or suspending any or all of the obligations expressed under this engagement and/or Tariff and/or relative contracts and/or booking notes. So far as cargo actually shipped may be concerned, the provisions of the Carrier's Bill of Lading shall apply. This clause shall not effect or supersede any provision in any contract for carriage which permits Carrier to cancel such contract in the event of hostilities breaking out or threatening to break out.

Rule 14 CO-LOADING

effective date = 23Jan2008

A. DEFINITION -

For the purpose of this Rule, "Co-Loading" means, pursuant to FMC Rule 46 CFR Part 520.11(c), the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCCs for tendering to an ocean carrier under the name of one or more of the NVOCCs by means of a carrier-to-carrier or shipper-to-carrier relationship.

B. Carrier may at its option tender cargo received by him to another NVOCC for co-loading at its own risk and expense. However, in the case of a shipper-to-carrier agreement, such co-loading of cargo shall not in any manner affect or change Carrier's obligation and/or liability to the actual shipper of the goods under this tariff. The Shipper is not in any way required to perform any additional obligations and no further liability shall be attached to the shipper other than those stated in this tariff.

C. In case of co-loading, under either a carrier-to-carrier or shipper-to-carrier relationship, Carrier shall notify shipper of such co-loading action and shall annotate each Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Such annotation shall be shown on the face of the applicable Bill of Lading issued by Carrier.

Rule 15 FORCE MAJEURE

effective date = 23Jan2008

Nothing in this tariff shall require Carrier to receive, deliver, transport, or arrange for the transportation of goods when conditions prevent it from doing so because of fire, Acts of God, acts of war, riots, civil commotions, strikes, lockouts, stoppages or restraint of labor or other labor disturbances, and orders of civil or military authority.

Rule 16 HAZARDOUS CARGO

effective date = 23Jan2008

A. Explosives, inflammables, dangerous or objectionable goods will be accepted for transportation only after prior booking arrangements have been made with and accepted by

Carrier (which reserves the right to refuse to accept or transport goods which in its judgement are objectionable or likely to injure the vessel, docks or other cargo or for which Carrier does not possess safe and suitable storage) and only when such cargo, if accepted, conforms completely with the requirements set forth in the regulations provided in Paragraph B. below.

B. The transportation of Dangerous and Hazardous Cargo will be governed by the following regulations as applicable:

1. U.S. Code of Federal Regulations, Title 46, Parts 146-179.

2. U.S. Code of Federal Regulations, Title 49, Parts 170-179.

3. International Maritime Dangerous Goods Code (IMCO) published by the Intergovernmental Maritime Consultative Organization, 101-103 Piccadilly, London, W1V, DAE, England.

4. International Maritime Dangerous goods code. Issued by the International Maritime Organization (IMO).

Rule 17 GREEN SALTED HIDES

effective date = 23Jan2008

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

Rule 18 RETURNED CARGO

effective date = 23Jan2008

Not applicable.

Rule 19 SHIPPERS REQUESTS

effective date = 23Jan2008

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

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

Rule 20 OVERCHARGE CLAIMS

effective date = 23Jan2008

A. Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, pursuant to the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998. Such claims must be filed within three years of the date the cause of action accrues.

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

B. Claims for refunds of freight charges, if based on alleged errors in weight or measurement will not be considered unless presented to Carrier in writing. Any expense incurred by Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the claimant.

C. Claims for freight rate adjustments shall be acknowledged by Carrier within 20 days of receipt by written notice to the claimant of the tariff provisions actually applied and claimants rights under the Shipping

Act of 1984 as amended by the Ocean Shipping Reform Act of 1998.

Rule 21 USE OF CARRIER EQUIPMENT

effective date = 23Jan2008

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

B. Shipper Furnished Containers

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

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

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

Rule 22 GOVERNING TARIFFS

effective date = 23Jan2008

Not Applicable.

Rule 23 CARRIER TERMINAL RULES AND CHARGES

effective date = 23Jan2008

Not applicable.

Rule 24 NVOCCs: BOND

effective date = 12Apr2019

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

Surety Company	Bond No.
-----	-----
Navigators Insurance Company	Bond: IT1022
A New York Corporation	
6 International Drive	
Rye Brook, NY 10573	

Rule 25 PROJECT RATES

effective date = 23Jan2008

Not Applicable.

Rule 26 TIME/VOLUME RATES



effective date = 23Jan2008

Not Applicable.

Rule 27 LOYALTY CONTRACTS

effective date = 23Jan2008

Not Applicable.

Rule 28 DEFINITIONS

effective date = 23Jan2008

CARGO, N.O.S. means articles not otherwise specified in individual tariff rate items of this tariff.

CARRIER'S TERMINAL means the place Carrier receives, or delivers loaded and empty containers, assembles, holds or stores its containers.

CAUTION means articles which may be subject to published tariffs referred to in Rule 16.

CONSIGNEE means the person, firm or corporation shown on the Shipping Document as the receiver of the property transported by Carrier.

CONSIGNOR means the person, firm or corporation shown on the Shipping Document as the Shipper of the property transported by Carrier.

CONTAINER OR TRAILER - means a single, rigid non-disposable dry cargo, insulated temperature or atmosphere controlled box, flatrack, vehicle rack, open top with or without wheels or bogies; a trailer means a flatbed truck or trailers. The term trailer may be used interchangeably with the term container.

CONTAINER FREIGHT STATION means the location designated by Carrier at Ports or Points named in Rule 1 where Carrier or its authorized Agent stuffs or unstuffs containers. Carrier shall store empty containers at Container Freight Station but, shall not deliver containers at it, except as otherwise provided.

CONTAINERLOAD means a container stuffed by Shipper and received at Carrier's Terminal.

CONTAINER YARD Means Ports or Points in Rule 1.

CONTAINER YARD TO CONTAINER YARD (CY/CY) means cargo

stuffed into containers by the Shipper off the premises of Carrier and unstuffed by the Consignee off the premises of Carrier at the expense of the Shipper and/or Consignee. Pick-up or delivery of empty or stuffed containers and stuffing and unstuffing shall be at the expense of the Shipper and/or Consignee.

DRY CARGO means cargo other than that requiring temperature control.

EXPLOSIVE CARGO means cargo falling within Class A, B and C explosive categories.

HOLIDAYS means National, State, or Local holidays observed at Origin or Destination.

LABEL CARGO means cargo requiring White, Yellow, Red, Red Gas, Poison, Poison Gas and Tear Gas Labels as shown in the International Maritime Dangerous goods code. Issued by the International Maritime Organization (IMO) referred to in Rule 16.

LOADING OR UNLOADING means the physical placement of cargo

into or the physical removal of cargo from Carrier's containers.

MEASUREMENT TON means one cubic meter.

MIXED SHIPMENT means a shipment consisting of articles described and rated under two or more rate items of this Tariff.

NON-HAZARDOUS means non-label cargo permitted stowage between or under deck (other than magazine) pursuant to Code of Federal Regulations, Title 46, Shipping, as amended. Such cargo shall be rated in accordance with the rules and rates applicable therefor.

PACKAGE OR PACKAGES means any container other than trunks, or in shipping form other than bulk, or on skids other than lift truck skids, providing such container or forms of shipment renders the transportation of freight reasonably safe and practicable.

REVENUE TON means 1000 kilos or 1 cubic meter.

SHIPMENT means a quantity of property physically tendered by one Shipper at one point of origin at one time for one Consignee at one point of destination for which a single Shipping Document is issued.

SHIPPER means the person, firm or corporation shown on the Shipping Document as the Shipper of the property transported by Carrier.

STUFFING, UNSTUFFING means the physical placement of cargo into or the physical removal of cargo from Carrier's containers.

VALUE means the actual invoice value of the commodity at time of shipment which must be stated upon the Bill of Lading.

WEIGHT TON means 1000 kilos.

WORKING DAY means that period of each calendar day, except Saturdays, Sundays and Holidays from 8:00 A.M. to 5:00 P.M.

Rule 29      SYMBOLS

effective date = 23Jan2008

A. ABBREVIATIONS

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

B. CONTAINER SIZE

Code	Definition
----	-----
N/A ....	Not Applicable
LTL ....	Less Than Load

20 ..... 20 Ft.  
 40 ..... 40 Ft., 8'6"  
 40A ..... 40 Ft., 9'0" High Cube  
 40B ..... 40 Ft., 9'6" High Cube  
 40S ..... 40 Ft., 8'0"  
 40X ..... 40 Ft., Any Height  
 45 ..... 45 Ft., 8'6"  
 45A ..... 45 Ft., 9'0" High Cube  
 45B ..... 45 Ft., 9'6" High Cube  
 45S ..... 45 Ft., 8'0"  
 45X ..... 45 Ft., Any Height

C. CONTAINER TEMPERATURE

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

D. CONTAINER TYPE

Code	Definition
N/A	Not Applicable/Not-Containerized Cargo
AC	Atmosphere Control
CF	Collapsible Flatrack
DF	Drop Frame
FB	Flat Bed
FR	Flatrack
GC	Garment Container
HH	Half-Height
HT	Hardtop
IN	Insulated
OT	Open Top
PC	Dry
PL	Platform
RE	Reefer
TC	Tank
TL	Top Loader
TR	Trailer
VR	Vehicle Racks

Code	Description
KM	Kilometer
MI	Miles

F. LENGTH, WIDTH, HEIGHT UNITS

Code	Definition
CM	Centimeters
FT	Feet
IN	Inches
M	Meters

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

Code	Definition
CFT	Cubic Feet
CBM	Cubic Meter

H. WEIGHT UNITS

Code	Definition
KGS	Kilograms
KT	1000 KGS (Metric Ton)
LBS	Pounds
ST	Short Ton (2000 LBS)

LT ..... Long Tons (2240 LBS)

I. RATE BASIS CODE

Code	Definition
----	-----
W .....	Weight
M .....	Measure
WM .....	Weight/Measure
LS .....	Lump Sum
PC .....	Per Container (Dry)
AV .....	Ad Valorem
EA .....	Each (As defined)
MBF .....	1000 Board Feet

J. PUBLISHING/AMENDMENT TYPE CODES

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

K. SHIPMENT SERVICE CODE

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

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

L. CURRENCY CODE LIST

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

The official version of this tariff is available at the location shown at the F.M.C.'s website at [www.fmc.gov](http://www.fmc.gov) under Form FMC-1.

Rule 31 SEASONAL DISCONTINUANCE

effective date = 23Jan2008

NOT APPLICABLE

Rule 32 MILITARY CARGO TERMS

effective date = 23Jan2008

NOT APPLICABLE

Rule 33 PROJECT RATES

effective date = 23Jan2008

NOT APPLICABLE

Rule 34 TERMINAL TARIFFS

effective date = 23Jan2008

NOT APPLICABLE

Rule 35 TARIFF TITLE PAGE

effective date = 23Jan2008

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

-----  
INTERFREIGHT HARMONIZED LOGISTICS, INC.  
d/b/a:  
INTERFREIGHT HARMONIZED LOGISTICS, INC.

ORGANIZATION NUMBER: 017823  
LOCATION OF TARIFF: <http://rates.descartes.com>

(A NON-VESSEL OPERATING COMMON CARRIER)

-----  
221 SHERIDAN BLVD.  
INWOOD, NY 11096  
TEL: 517-371-0775  
FAX: 517-371-6880

OCEAN FREIGHT TARIFF NO. 002

NAMING

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

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

AND  
WORLD PORTS AND POINTS AS SHOWN IN RULE 1

AND  
INLAND POINTS VIA SUCH INTERCHANGE PORTS

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FOR ACCESS TO TARIFF INFORMATION, SEE RULE 30

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FOR LIST OF SYMBOLS AND ABBREVIATIONS, SEE RULE 28 AND 29  
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Rule 36 NVOCC NEGOTIATED RATE ARRANGEMENTS (NRA)

effective date = 05Apr2016

As per Part 532 NVOCC NEGOTIATED RATE ARRANGEMENTS of the CFR, Carrier has elected to utilize NVOCC Negotiated Rate Arrangements (NRAs), only.

DEFINITION:

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An NVOCC "Negotiated Rate Arrangement" or "NRA" means a written and binding arrangement between an NRA shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination, on and after receipt of the cargo by the carrier or its agent (or the originating carrier in the case of through transportation).

EXTENT OF ACTIVITY:

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Carrier participates in NRA's. As required by Part 532.4 of the CFR, the governing rule publication is available to the public at <http://rates.descartes.com>, free of charge.

Rule 100 INTERMODAL SAFE CONTAINER TRANSPORTATION ACT OF 1992

effective date = 23Jan2008

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

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

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

Notes regarding Intermodal Certification:

1. Perishable agricultural commodities shall be specifically identified in the description of the goods to be transported.

2. After December 31, 2000, the term FAK can only be used in the cargo description if no single commodity makes up more than 20 percent of the total weight of the cargo although FAK will still be used for rating purposes after December 31, 2000.

3. The signature of the person tendering the loaded container may be provided by manual or mechanical means.

4. At the option of the Carrier, the Intermodal Certification may be converted into electronic format or

incorporated onto a Bill of Lading or other shipping document before being forwarded along the intermodal chain. The person who converts the Intermodal Certification shall certify through the following statement that the conversion and/or incorporation was performed accurately: "Electronic format and/or incorporation by (insert name of person), (insert name of carrier), on (insert month/date/year)".

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

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

a. Cargo will be removed from the container in order to reduce the weight to an allowable amount and make the container ready for lawful road transportation. To the extent necessary, cargo shall be unstuffed, segregated, restuffed, etc. at the expense of the Shipper, Consignee, and Cargo Owner;

b. The cargo so removed will be forwarded to Consignee as a separate freight collect shipment from the point of removal to point of final destination;

c. The rates to be applied for the transportation of any such cargo will be those of the Carrier and any inland carrier that is engaged to transport the cargo.

Excess cargo shall be assessed a charge of U.S. \$150.00 in addition to all ocean and inland freight and other costs and expenses incurred by Carrier in accordance with this Rule.

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

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

resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction, and Carrier shall not have any liability to the cargo interest should it not do so.

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