RADIUS INTERNATIONAL, INC.

ORIGINAL TITLE PAGE

FMC No. 021416

NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATE: 07JUL2023 PUBLISHED DATE: 07JUL2023

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TITLE PAGE

TARIFF No. 003 NRA GOVERNING RULES TARIFF NAMING RULES AND REGULATIONS ON CARGO MOVING IN CONTAINERS AND BREAKBULK **BETWEEN** U.S. PORTS AND POINTS AND WORLD PORTS AND POINTS

RADIUS INTERNATIONAL, INC. is a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC license number 021416N and FMC Organization number 021416.

Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531, 532 and OSRA 2022. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). NRA means the written and binding arrangement between an NRA shipper or consignee 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 NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a signed agreement; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC. If the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

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TARIFF DETAILS

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TARIFF TITLE: NRA GOVERNING RULES TARIFF

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CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL

ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

ORG NUMBER: **021416**

NAME: RADIUS INTERNATIONAL, INC.

TRADE NAME:

TYPE: Non-Vessel Operating Common Carrier

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RADIUS INTERNATIONAL, INC. 021416

NRA RULES TARIFF NO. 003 - Between (US and World)

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RADIUS INTERNATIONAL, INC.

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Rule 1: Scope

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Rules and regulations published herein apply between United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points and Worldwide Ports and Points as specified in Rule 1.A of this tariff:

U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD

Boston, MA

Chester, PA

Charleston, SC

Jacksonville, FL

Miami, FL

New York, NY

Newark, NJ

Norfolk VA

Philadelphia, PA

Savannah, GA

Wilmington, NC

U.S. GULF COAST BASE PORTS: (GCBP)

Houston, TX

Galveston, TX

New Orleans, LA

Tampa, FL

Mobile, AL

U.S. PACIFIC COAST BASE PORTS: (PCBP)

Port Hueneme, CA

Los Angeles, CA

Long Beach, CA

Oakland, CA

San Francisco, CA

Portland, OR

Seattle, WA

Tacoma, WA

GREAT LAKES BASE PORTS

Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

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

B. INTERMODAL SERVICE

Carrier will provide through intermodal service via all combinations of air, barge, motor, and rail service.

Intermodal Rates will be shown as single factor through rates as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 herein). Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual NRA of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

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Worldwide Ports and Points Rule 1-A:

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Except as otherwise provided this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points

AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA ANDORRA ANGOLA ANGUILLA ANTARCTICA ANTIGUA AND BARBUDA ARGENTINA MICRONESIA ASHMORE AND CARTIER ISLANDS AUSTRALIA AUSTRIA BAHAMAS THE BAHRAIN BAKER ISLAND BANGLADESH BARBADOS BASSAS DA INDIA BELGIUM BELIZE BENIN BERMUDA BHUTAN BOLIVIA BOTSWANA BOUVET ISLAND

BRAZIL BRITISH VIRGIN ISLANDS BRUNEI BULGARIA BURKINA BURMA BURUNDI

CAMBODIA CAMEROON CANADA CAPE VERDE CAYMAN ISLANDS CENTRAL AFRICAN REPUBLIC CHAD

CHILE CHINA CHRISTMAS ISLAND CLIPPERTON ISLAND COCOS (KEELING) ISLANDS COLOMBIA COMOROS CONGO

COOK ISLANDS CORAL SEA ISLANDS COSTA RICA CUBA

CYPRUS CZECHOSLOVAKIA DENMARK DJIBOUTI DOMINICA

DOMINICAN REPUBLIC **ECUADOR**

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EGYPT EL SALVADOR EQUATORIAL GUINEA ETHIOPIA EUROPA ISLAND FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF

FINLAND FRANCE FRENCH GUIANA FRENCH POLYNESIA FRENCH SOUTHERN AND

ANTARCTIC GABON GAMBIA THE GAZA STRIP GERMANY **GHANA** GIBRALTAR GLORIOSO ISLANDS GREECE GREENLAND GRENADA GUADELOUPE GUAM GUATEMALA GUERNSEY

GUINEA GUINEA BISSAU **GUYANA**

HEARD ISLAND AND MCDONALD ISLA HONDURAS HONG KONG HOWLAND ISLAND HUNGARY ICELAND INDIA INDONESIA

IRAN IRAQ IRELAND ISRAEL ITALY IVORY COAST JAMAICA JAN MAYEN JAPAN JARVIS ISLAND JERSEY JOHNSTON ATOLL

JORDAN JUAN DE NOVA ISLAND

KENYA KINGMAN REEF KIRIBATI KOREA DEMOCRATIC

PEOPLES REP KOREA REPUBLIC OF KUWAIT LAOS LEBANON LESOTHO LIBERIA LIBYA LIECHTENSTEIN LUXEMBOURG MACAU MADAGASCAR MALAWI

MALAYSIA MALDIVES MALI MALTA MANISLE OF MARSHALL ISLANDS MARTINIQUE

MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS MONACO

MONGOLIA MONTSERRAT MOROCCO MOZAMBIQUE NAMIBIA

NAURU NAVASSA ISLAND NEPAL NETHERLANDS

NETHERLANDS ANTILLES NEW CALEDONIA NEW ZEALAND NICARAGUA NIGER NIGERIA

NORFOLK ISLAND NORTHERN MARIANA

NORWAY OMAN PAKISTAN PALMYRA ATOLL PANAMA PAPUA NEW GUINEA PARACEL ISLANDS

ISLANDS

PARAGUAY PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO QATAR REUNION ROMANIA RWANDA SAN MARINO

SAO TOME AND PRINCIPE SAUDI ARABIA

SENEGAL SEYCHELLES SIERRA LEONE SINGAPORE SOLOMON ISLANDS SOMALIA SOUTH AFRICA SOUTH GEORGIA AND

THE SOUTH SA SPAIN

SPRATLY ISLANDS

SRI LANKA ST HELENA ST KITTS AND NEVIS ST LUCIA ST PIERRE AND MIQUELON

ST VINCENT AND THE GRENADINES

SUDAN SURINAME SVALBARD SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN

TANZANIA UNITED REPUBLIC OF THAILAND TOGO TOKELAU TONGA

TRINIDAD AND TOBAGO TROMELIN ISLAND TRUST TERRITORY OF

THE PACIFIC TUNISIA TURKEY

TURKS AND CAICOS ISLANDS

TUVALU UGANDA UNION OF SOVIET SOCIALIST REPU UNITED ARAB EMIRATES UNITED KINGDOM

URUGUAY USA VANUATU VATICAN CITY VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND WALLIS AND FUTUNA WEST BANK WESTERN SAHARA WESTERN SAMOA YEMEN YUGOSLAVIA ZAIRE

ZAMBIA ZIMBABWE

RADIUS INTERNATIONAL, INC.

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Rule 1-B: Intermodal Service

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Intermodal through rates applies between points in the U.S. and worldwide destinations.

Tariff Rule Information

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Rule 2: Notice to Tariff Users

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Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531, 532 and OSRA 2022. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). NRA means the written and binding arrangement between an NRA shipper or consignee 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 NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a signed agreement; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment; after receiving the NRA terms from the NVOCC. If the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

Tariff Rule Information

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NRA RULES TARIFF NO. 003 - Between (US and World)

Rule 2A: Application of NRAs and Charges

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- 1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight. NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
- 2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo. NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA. Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not eobligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.
- 3. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.
- 4. NRAs do not include Marine Insurance or Consular fees.
- 5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.
- 6. Unless otherwise specified, when NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
- 7. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

- 8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
- 9. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."
- 10. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

11. TYPES OF SERVICE PROVIDED

CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.

CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.

CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.

CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.

DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

12. SERVICE OPTIONS:

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

Container Yard (Y) - The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.

Container Freight Station (S) - The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his

Door (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.

Ocean Port (O)

Ocean Port rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.

b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.

c. Carrier may also utilize the following terminology to describe its services:

IPI Service, from Asia to USA - The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA. MLB Service (Mini Land Bridge), from Asia to USA.

The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.

RIPI Service, from Asia to USA - The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

13. ADVANCED CHARGES

Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading and provided they do not relate in any part to cargo cost and/or ocean freight thereon but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.

Tariff Rule Information

RADIUS INTERNATIONAL, INC. 021416 NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 2-010: **Packing Requirements**

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

- 1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
- 2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
- 3. Gross weight in pounds, and/or Kos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
- 4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

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Rule 2-020: Diversion by Carrier

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

When the Ocean Carrier discharges cargo at a terminal port other than the port named in the ocean bill of lading, the ocean carrier may arrange, at its option, for movement via rail, truck or water, of the shipment from the port of actual discharge only as indicated hereunder:

- 1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports en-route between Carrier discharging terminal and carrier's delivery terminal provided the NRAs are already provided for such destinations in individual commodity items.
- 2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the NRA applicable to the port of destination named in the bill of lading shall be assessed. In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or would have borne had the spinnent cleared through the port originally intended.

Tariff Rule Information

RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

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Rule 2-030: Reserved for Future Use

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Reserved for future use RETURN TO TABLE OF CONTENT

Tariff Rule Information

RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

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Rule 2-030: Booking Cancellation Fee (BCF) – No Show Fee (NSF)

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Carrier has implemented a Booking Cancellation Fee (BCF) on all types of containers. If the Merchant wishes to cancel shipment(s) after the Booking Confirmation has been issued, a cancellation notice must be provided by the merchant to the Carrier in writing not less than five (5) days before the scheduled estimated time of departure (ETD) and shall also pay the Carrier a cancellation fee. The BCF shall be provided in each individual NRA. If a cancellation is provided, but not within the time indicated above; a cancellation fee shall be imposed. All BCF fees imposed shall apply to the account of the cargo.

No-Show Fee (NSF)

If the merchant fails to notify the Carrier of cancellation of part or all containerized goods in accordance or fails to deliver part or all of the containerized goods for shipment, the Merchant shall pay a no-show fee (NSF). The NSF shall be provided in each individual NRA. All NSF fees imposed shall apply to the account of the cargo.

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Rule 2-035: Ocean Carrier Spot Pricing - Congestion Fees - Revenue Recovery Surcharges - Space Arrangement Fees

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

- 1. Ocean Carriers during the pandemic period commencing on or about February 2020 and currently in place for so long as port congestion is occurring in the United States and globally, have been imposing charges in congested port areas in addition to base rate and sur-charges applicable to Carrier's service contract with ocean carriers in either or both of the following manners:
- a. By imposing newly negotiated rate structures as a pre-condition to loading cargo previously tendered by Carrier or its agent, whereby, said Ocean Carrier will not load such cargo unless Carrier accepts such increased base spot rates, or
- b. By imposing newly structured sur-charges with nominations such as, but not limited to "Revenue Recovery Surcharges", "Space Arrangement Fees", and other similar titles to indicate charges over and above those in place during the negotiations of the service contract, which are imposed as charges as a pre-condition to acceptance of cargo in a congested port, notwithstanding the negotiated service contract rates and/or surcharges were in place at the time the cargo was tendered to the Ocean Carriers by Carrier or its agent.
 - c. The term Spot Rates shall apply to either or both procedures defined in Paragraph 1. a) and b) above.
- 1. Carrier, in view of the Spot Rates practices developed by Ocean Carriers during the pandemic period, shall in order to provide consistency and predictability of transport shall accept such Spot Rates to the extent that not accepting same would lead to non-delivery of cargo, and/or port demurrage and other charges, unless Shipper shall decide and will timely notify Carrier that it is abandoning such cargo, at which time Carrier may take whatever steps necessary in terminating transport and/or asserting liens and effecting the sale of such cargo. To the extent that such cargo is not appropriately abandoned as provided herein, and the sale of the cargo does not cover the freight monies and other charges due to Carrier, Shipper shall remain responsible to Carrier for such charges.
- 2. Carrier shall define and treat such Spot Rates as Ocean Carrier General Rate Increases ("GRIs"), a term not otherwise defined in the Federal Maritime Commission's regulations. GRIs shall include charges implemented by Ocean Carriers as defined in the term Spot Rates herein. As such, pursuant to 46 CFR §532.5 (d) (2) (iv) such Spot Rates are not included in a Negotiated Rate Arrangement nor a Rules Tariff and shall be charged as a pass-through without a markup by Carrier.
- 3. To the extent that the increased rates and/or charges imposed by the ocean common carriers are not considered GRIs for whatever reason, Shipper agrees that these increases are an acceptable amendment to the pertinent NRA.

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Rule 2-040: Container Capacity

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Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as indicated in each individual NRA. NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in various States of the U.S.A.

RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 2-045: Port of LA & LB Container Excess Dwell Fees

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

The following Container Excess Dwell Fees imposed by the Port of Los Angeles and the Port of Long Beach ("the Ports") shall be applicable to shippers as of the date of this publication in Carrier's tariff pursuant to 46 CFR § 520.8 (b)(4) for any such fees being assessed by the Ports against ocean carriers, and ocean carriers thereby assessing these as pass-through accessorial terminal charges to Carrier, until such Container Excess Dwell Rates are eliminated by the ocean carriers:

These Dwell Fess are only applicable to imported containers through the Ports and fees are cumulative on a per day basis with no limits: A. Local Import Loaded Container (to be removed by motor carrier)

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
9	100	100
10	200	300
11	300	600
12	400	1,000
13	500	1,500
More than 13	(Increments of	\$100

Increase per day)

B. Intermodal Import Loaded Container (going by rail)

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
6	100	100
7	200	300
8	300	600
9	400	1,000
10	500	1,500
More than 10	(Increments of	\$100
	•	

Increase per day-no limit) RETURN TO TABLE OF CONTENT

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RADIUS INTERNATIONAL, INC. 021416

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Rule 2-050:

Shipper Furnished Containers

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

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

- A. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.
- B. Shipper furnished containers will be subject to inspection, approval, and acceptance for carriage on the carrier's vessel prior to loading by the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.
- C. Each such container and its cargo will be subject to all rates, rules, and regulations of this tariff.
- D. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdership of the container offered for shipment.

RADIUS INTERNATIONAL, INC.

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Rule 2-060: Measurement and Weight

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Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic meter respectively. Whenever freight charges are assessed on a W/M "weight or measurement" basis or where rates are provided on both a "W" and "M" basis, the freight charges will be computed on the gross weight or the overall measurement of the pieces or packages, whichever computation produces the greater revenue to the Carrier

- 1. All packages will be measured in Centimeters and weight in Kilograms.
- 2. Rounding off- Dimensions

Where parts of centimeter occur in dimensions, such parts below 0.5 cm. are to be ignored, and those of 0.5 cm. And over are to be rounded off to the centimeter above.

3. Calculating Cubic Measurements

The three dimensions in centimeters (rounded off in accordance with (2) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals.

In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.

In the case of multiple packages of like dimensions, the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

4. Official Measurers and Weighers

The straight loaded shipments of consolidator Cargo, stuffed at Carrier's nominated off dock CY locations, does not require measuring/weighing for purposes of confirming volume/weight of cargo. For such shipments, however, there must be a certificate from an officially appointed Sworn Measurer to confirm the exact location at which the shipment was stuffed into the container.

5. Misdescription, Underweights and Undermeasurement

A. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing Carrier may arrange at the port/point of destination for the verification of the description, measurement, or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.

B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn re-weighting, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

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Rule 2-070: Overweight Containers

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other—factor. 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 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 carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with—maximum weight restrictions will be for the account of the cargo.

The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the ocean carrier transporting the shipment, its agents and the motor/rail carrier(s), harmless from any and all damages or liability from claims by whomever brought arising in whole or in part from the shipment exceeding any lawful weight limitation. Such indemnification shall include attorneys' fees and all costs incurred in the defense of such claim(s).

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Rule 2-080: Shipper's Load And Count

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so claused, and:

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container. Carrier will not be directly or indirectly responsible for:

- 1) Damage resulting from improper loading or mixing of articles in containers, or shipper's use of unsuitable or inadequate protective and securing materials when loading to open-side flat-rack type containers.
- 2) Any discrepancy in count or concealed damage to articles.

Except as otherwise noted, shipments destined to more than one port of discharge may not be loaded by the shipper into the same container.

Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers at their expense and the carrier shall not be responsible for such materials nor their return after use. The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

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AMENDMENT NO. O
Rule 2-090:

: Diversion of Cargo (By Shipper or Consignee)

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

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

A. Definition of Diversion:

Any change in the original billed destination (which may also include a change in Consignee, order party, or both). A change in Consignee, order party or both will not be considered as diversion of cargo.

B. Conditions:

- 1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
- 2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
- 3. This rule will apply to full Bill of Lading quantities or full container loads only.
- 4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
- 5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
- 6. Diversion charges or administrative charges are payable by the party requesting the diversion.

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Rule 2-100: Security Fees

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Security Fees may be applicable on shipments and identified in each individual NRA.

RADIUS INTERNATIONAL, INC. 021416

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AMENDMENT NO. O

Rule 2-110: **Restricted Articles**

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Except as otherwise provided, the following articles will not be accepted for transportation:

- 1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
- Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
- 3. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume 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.
- 4. Corpses or cremated remains.
- 5. Animals, birds, fish, livestock
- 6. Eggs, viz: Hatching.
- Poultry or pigeons live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
- 8. Silver articles or ware, sterling.
- 9. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation
- 10. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions. accept
- 11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
- 12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides. RETURN TO TABLE OF CONTENT

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Rule 2-120: Freight All Kinds (FAK)

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Unless otherwise provided herein, any cargo described as "Freight All Kind" shall consist of a minimum of two different commodities. Further restrictions to the items shall be contained in the NRA.

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ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM Rule 2-130:

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Different levels of Service may be offered by the Carrier. Unless otherwise specified in the individual NRA. NRAs are applicable for Regular Service.

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AES USA EXPORT SHIPMENTS Rule 2-140:

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations. Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to assure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by 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 B/L.

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Rule 2-150: DOCUMENTATION FEE

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Document fees are considered origin and destination local charges and shall be for the account of the cargo.

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Rule 2-160: AMS PROCESSING FEE

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Except as otherwise noted in each individual NRA, all Shipments are subject to the U.S. Manifest Processing Fee as specified in each individual NRA. If a correction and/or amendment are made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess a Correction Fee in addition to all other applicable charges.

Tariff Rule Information

RADIUS INTERNATIONAL, INC.

021416 NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.

Pursuant to Customs regulations effective December 2, 2002, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs Service at least 24 hours prior to the loading of the cargo on Carrier's vessel. Failure to comply with these requirements will result in cargo not being loaded.

- 1. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.
- 2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ('ACE').
- 3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.
- 4. Internationally recognized hazardous material code when such materials are being shipped.
- 5. Seal numbers for all seals affixed to the container.
- B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.

Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:

- 1. Shippers who submit their shipping instructions in paper format will be required to submit their shipping instructions to Carrier no later than seventy-two (72) hours prior to vessel arrival at the foreign port of load. This applies to all U.S. destined cargo as well as cargo intended to be transshipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.
- C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

Non-vessel operating common carriers ('NVOCCs') that are licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective rules tariff, and has posted the required financial security with the FMC.

- 1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.
- 2. NVOCC Co-Loading. For purposes of this paragraph, the term Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.
- 3. All NVOCCs shall be subject to Paragraphs D and E of this rule.
- D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.
- 1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time-period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
- 2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action. E. INDEMNIFICATION OF CARRIER.

If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s)shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or

charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

F. CONFIDENTIALITY. Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container load cargo containing shipments by more than one Shipper.

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AMENDMENT NO. O

Rule 2-180: U.S. CUSTOMS RELATED CHARGES

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Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier. NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo, or merchant.

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AMENDMENT NO. O

Rule 2-190: LIEN NOTICE

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant, in its possession, custody or control or enroute, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice (counting from sending of the notice) by registered mail to the Merchant, the Goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sales.

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AMENDMENT NO. O

Rule 2-200:

Cargo Roll-Over Fee

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Carrier will require complete and accurate shipping instructions by the "Document Due by Date" mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the "Document Due By date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shipper's/Owner's Account.

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AMENDMENT NO. O

Rule 2-210: Free Time Detention / Demurrage / Storage

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

The term "Demurrage" indicates a daily charge assessed to the shipper/consignee for the use of space, the occupation of land at marine terminals and/or services provided at the carrier's load/discharge port, rail ramp or inland container yard (CY) facility when the cargo remains in or on carrier's containers, tanks or trailers and/or such facilities beyond the permitted free-time as stipulated per tariff or contract of the vessel operator or the marine terminal after the expiration of free time. The term "Detention" (includes Tank Demurrage) indicates a charge for the use of equipment. The term "Free time" indicates the grace period for which neither of these charges will be incurred. Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port, including rail yards and container yards due to some default or oversight of shipper or consignee or holder of bill of lading is for the account of such shipper, consignee or holder of a relevant bill of lading ('holder'). The "Merchant' as defined by the carrier's bill of lading and shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to Carrier for the payment of all detention, demurrage or storage charges before, during and after the carriage of the cargo. Carrier as a non-vessel operating common carrier, even for door delivery transportation, will not issue its own demurrage and detention charges in its NRA, NSA or Rules Tariff. The vessel operating common carrier's, invoice for demurrage and/or detention <u>MUST</u> minimally include the following 13 data elements, pursuant to 46 U.S.C. §41104(d):

- 1. Date that container is made available.
- 2. The port of discharge.
- 3. The container number or numbers.
- 4. For exported shipments, the earliest return date.
- 5. The allowed free time in days.
- 6. The start date of free time.
- 7 The end date of free time

- 8. The applicable detention or demurrage rule on which the daily rate is based.
- 9. The applicable rate or rates per the applicable rule.
- 10. The total amount due.
- 11. The email, telephone number, or other appropriate contact information for questions or requests for mitigation of fees.
- 12. A statement that the charges are consistent with any of Federal Maritime Commission rules with respect to detention and demurrage.
- 13. A statement that the common carrier's performance did not cause or contribute to the underlying invoiced charges.

Failure of the underlying ocean common carrier or its terminal operator to include the above items in a demurrage and/or detention invoice, would result in the elimination of the charged party having to pay the applicable charge pursuant to 46 U.S. Code §41104 (f). See Rule 2-220 below with regard to Carrier's obligations relating to demurrage and detention.

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NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 2-220: OSRA 2022 NVOCC Safe Harbor Demurrage Detention

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

A. Since Carrier is not assessing its own Demurrage and Detention charges but shows as Consignee on the Ocean common carrier's Master bill of lading, Carrier shall timely pass-through without mark up, the ocean common carrier's terminal invoices to the consignee on its house bill of lading. The Commission in a Charge Complaint at 46 U.S.C. §41310 may find the Carrier not liable, and the Ocean carrier could be found liable for refunds or penalties.

- B. In the event that demurrage/detention invoices do not include the 13 data elements that are referenced in 46 U.S.C. §41104(d) or otherwise may appear to be inaccurate from the vessel operators/terminals, <u>Carrier</u> may opt to return non-compliant invoices to the vessel operators/terminal with the opportunity to make any necessary adjustments to have invoices become compliant with the Regulations, <u>Carrier</u> may at its option pass through these invoices to shipper for their information only and with notice that these, even though may be challenged might still be due by Shipper depending on whether the FMC rules these are compliant or not compliant with the FMC regulations, or in the case where the ocean common carrier and/or its terminal refuse to release the containers without full payment of the claimed amounts.
- C. Should a vessel operator/terminal fail to make necessary corrections to non-compliant invoices within a reasonable timeframe, Carrier may at its option initiate a formal Charge Complaint with the Federal Maritime Commission to advise them of any suspected non-compliances for their investigation
- D. <u>Carrier</u>, at its sole discretion, in order to have cargo released so as to not accrue demurrage for itself and its shipper, may make payment for containers to be released but will retain its rights to seek refunds from the vessel operator/terminal. <u>Carrier</u> reserves its possessory lien rights to be paid these amounts before releasing these cargos in subject containers to shipper. In this event, Carrier may opt, at its sole discretion, to seek refunds from the vessel operator/terminal, which refunds will be returned to shipper to the extent that Shipper has paid those sums to Carrier. Carrier also hereby assigns its rights to the importer or record or other party with a beneficial interest in the containers for purposes of pursuing this matter directly with the ocean common carrier and/or its terminal operator.
- E. Carrier shall charge an administrative fee of \$100.00 on a per invoice per container basis for receiving, reviewing, and responding to demurrage, storage, and detention charges which it passes on to its shippers from ocean common carriers, terminals, and/or railroads. Additionally, if Carrier opts to advance payments of demurrage and/or detention on behalf of Merchant, Carrier shall also have to right to charge Merchant 5% on the fees advanced if not paid immediately within 14 days of receipt of the invoice.
- F. Carrier shall only be responsible for demurrage and/or detention when it is directly and solely liable for the assessment of those charges. Demurrage and detention resulting from conditions not under the control of Carrier shall not be considered as the liability of Carrier. Equipment and driver scarcities are considered not under the control of the Carrier.

Tariff Rule Information

021416 RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 3: Rate Applicability Rule

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

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

Tariff Rule Information

RADIUS INTERNATIONAL, INC.

021416 NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O Rule 4:

Heavy Lift

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Any Heavy Lift charges assessed shall be identified in each individual NRA and shall apply to the account of the cargo.

Tariff Rule Information

021416 RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 5: Extra Length

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Any Extra Length charges assessed shall be identified in each individual NRA and shall apply to the account of the cargo.

RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 6: Minimum Bill of Lading Charges

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Any applicable bill of lading charge shall be for the account of the cargo and shall be included in the individual NRA, if any. RETURN TO TABLE OF CONTENT

Tariff Rule Information

021416 RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 7: Payment of Freight Charges

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

A. CURRENCY

Rules and charges are quoted in U.S. Currency and have been determined with due consideration to the relationship of U.S. currency to other currencies involved. In the event of any material change in this relationship, carrier reserves the right, upon publications in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, to adjust the NRAs and charges as required.

B. PAYMENT IN U.S. DOLLARS

Except as otherwise provided, freight and charges shall be prepaid in the United States in US currency

C. METHODS OF PAYMENT

Payment for freight or charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft acceptable by carrier's bank for immediate credit without charges.

D. PREPAID FREIGHT

- 1. When freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Ocean Bill of Lading by the carrier to the shipper or his duly authorized licensed Freight Forwarder or Agent acting in his behalf.
- 2. When freight and charges are billed prepaid, they shall be paid in U.S. dollars.

E. FREIGHT COLLECT

All freight and charges which are billed on a freight collect basis must be paid in full in U.S. Dollars, or in a currency acceptable to the carrier provided such currency shall be unblocked, freely convertible and freely remittable free of tax into U.S. Dollars, for the complete originally issued Bill of Lading quantity prior to release of cargo or any portion thereof.

F. CURRENCY CONVERTIBILITY:

1. Conversion Provisions:

In addition to the United States Dollars, freight monies and charges may be billed and paid in foreign currencies, provided they are freely convertible and remittable and free of tax.

RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O
Rule 8:

Bill of Lading and Terms & Conditions

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

RADIUS INTERNATIONAL, INC.

HOUSE BILL OF LADING

OL:		 .		DILL OF LADING NUMBER	
Shipper		BILL	OF LADING	BILL OF LADING NUMBER	
		EXPRI	ESS EXPRESS B	ILL OF LADING	
Consignee (if 'To Order' so indicate)		RADIUS INTERNATIONAL FMC NO. 021416			
			B North Lively Boulevard E		
accounts@envirotectltd.co.uk TAX: Notify Party (No claim shall attach for failure to notify)		Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding. The particulars given below as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated below, the same being accomplished the other(s), if any to be void, if required by the Carrier. One (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.			
Vessel			Port of Loading	Excess Value Declaration: Refer to Clause 6(3)(B) + (C) on reverse side	
Port of Discharge	Destination (if on-carri	age)	Freight Payable at:	No. of Originals	
Marks and Numbers	North an and Win	d of Doolson	es / Description of Goods	0 (ZERO) Gross Weight Measurement	
	Tem	p Control Ins	tructions	Country of Origin	
Bill of Lading must be surrendered to:			Freight	UNITED STATES Details, Charges, etc.	
Place and Date of Issue					
Place of Receipt	Place of De	elivery			
LAW AND JURISDICTION CLAUSE If this Bill of Lading is issued in Australia, the contract evidenced by or contained herein shall be governed by the law of the State or Territory in which it is issued and any claim or dispute arising hereunder or in connection herewith shall at the Carriers sole option be determined by the Courts of that State or Territory & no other Court. In all other cases any such claim or dispute shall be determined at the Carriers sole option either in the place place where this Bill of Lading is issued (& subject to the laws of that place) or at the place where the Carrier has its principal place of business (and subject to the laws of that place).			ourt. Total No.	of Packages (in words)	

1. DEFINITIONS

DEFINITIONS
[Insert] is a trade name for [insert name and address].
b) "Bill of Lading" as used herein includes conventional bills of lading, as well as lectronic, express and laser bills of lading, sea welly liss and all like dectronic, express and laser bills of lading, sea welly liss and all like documents, howsoever generated, covering the Carriage of Goods to, from or crough the United States, whether or not issued to the Merchant.
c) "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.
d) "Carrier" means the Whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.
d) "Carrier" means the Whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.
d) "Carrier" means the Company named on the face side hereof and on whose behalf this Bill of Lading was issued, whether acting as carrier or allier.

ballee.

9 "Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant.

f) "Container" means any container (closed or open top), van, trailer, flatbed, transportable tank, railroad car, vehicle, flat, flatrack, pallet, skid, platform, cradie, signiq-oad or any other article of transport and any equipment associated or appuremant thereto.

g) "Goods" means the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier"

g) Goods means the cargo received from the shipper and described on the race side nerver and any Container not supplied by or on behalf or in the Carrier.

In "Merchant" means the shipper, consigner, exceiver, holder of this Bill of Lading, owner of the cargo or person entitled to the possession of the cargo and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all Containers of the cargo and the servants and agents of any of the cargo and the servants and agents of the cargo and the servants and agents of the cargo and the servants and the cargo and the cargo and the cargo and the servants are all the cargo and the cargo and the servants are all the cargo and the cargo and

2. CARRIER'S TARIFFS. The Goods carried hereunder are subject to all the terms and conditions of the Carrier's applicable tariff or tariffs on file with the Federal Maritime Commission, Interstate Commerce Commission or any other regulatory body which governs a particular portion of the carriage and sald terms and conditions are hereby incorporated herein as part of the Terms and Conditions of the bell dading. Copies of the relevant provisions of the applicable tariff or tariffs are obtainable from the Carrier, Federal Maritime Commission, Interstate Commerce Commission or other regulatory body upon request. In the event of any conflict between the terms and conditions of such tariff or tariffs and the Terms and Conditions of this Bill of Lading, shall prevail.

3. WARRANTY/ACKNOWLEDGMENT. The Merchant warrants that in agreeing to the Terms and Conditions hereof, it is, or is the agent and has the authority of, the owner or person entitled to the possession of the Goods or any person who has a present or future interest in the Goods. The Merchant acknowledges that the Carrier is a non-vessel operating common carrier ("NVOCC"), and that it neither owns nor charters vessels, as a result of which the Carrier or any sub-arrier, connecting carrier or substitute carrier which may be a NVOCC will be required to contract with an actual ocean carrier to accomplish the Carriage contemplated by this Bill of Lading and does not asset to the Merchant. The Merchant further acknowledges that by identifying the carrying Vessel on the face side hereof, it knows or can define the men of the actual ocean carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tariff(s) and agrees to be bound thereby.

4. RESPONSIBILITY

4. RESPONSIBILITY

a) Except where the Carriage covered by this Bill of Lading is to or from a port or locality where there is in force a compulsorily applicable ordinance or statute of a nature similar to the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at ordinance or statute of a nature similar to the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at or locality, this Bill of Lading shall have effect subject to the Carriage of Goods by Sea Act of the United States (TCGGSA*), approved April 16, 1936, and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of its froits, numbers of CogGsA or, as the case may be, such compulsorily applicable ordinances or statutes. The provisions of COGSA or such compulsorily applicable ordinances or statutes (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the Goods or Containers or other packages are in the care, custody and/or control of the Carrier, a Participating carrier or independent contractor finclusive of all subcontractors), their agents and servants, whether engaged by or acting for the Carrier or any other persons, as well as during the entire time the Carrier remains responsible hereunds.

b) The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, mis-delivery or other loss or damage to or in connection with the Goods or Containers or other packages occurring at any time contemplated under subdivision a) offs Clause.

c) The Carrier shall, interspective of which law is applicable under subdivision a) of this Clause, be entitled to the benefit of the provisions of Cadding Shall apply during the entire time the Carrier shall, into no proceeding against the Carrier, its agents and servants and/or any Participating carrier or independent contractor, whether in tort, contract or or proceedi

contractor, whether in nort, contract or otherwise.

5. THROUGH TRANSPORTATION. When either the Place of Receipt or Place of Delivery set forth herein is an inland point or place other than the Port of Loading (Through Transportation basis), the Carnier will procure transportation to or from the sea terminal and such inland point(s) or place(s) and, notwithstanding anything in this Bill of Lading contained, but always subject to Clause 4. hereof, the Carrier shall be label for loss or damage of whatsever nature and howsever arising to the following extent, but no further:

a) Upon proof that the loss or damage arose during a part of the Carniag herein made subject to COGSA or other compulsorily applicable legislation, as set forth in Clause 4, a) Hereof, said [quistion shall apply:

subdivision thereof contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct contract with the Carrier, Participating carrier and independent contractor, as referred to herein, relative to a particular stage of transport or other handling wherein the loss or damage occurred and received as evidence thereof a particular receipt or other document, then the liability of the Carrier, Participating carrier and independent contractor, the interval to the participating carrier and independent contractor, shall be subject to the provisions of such law.

c) it is should be determined that the Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any Participating carrier or independent contractor, their agents and/ore servants, and be subject to law provisions of such law subject to the provisions of such law subject to law provisions of such law, and the provisions of such law, and the provisions of such law subject to the provisions of such law, and the provision of such law provisions of such law, and the provisions of such law subject to the provisions of such law subject to the provisions of such law subject to the provis

any our is repursionally as hereinabove provided, the Carrier shall have no liability for loss or damage to the Goods.

6. SUBCONTRACTING-BENEFICIARIES

a) The Carrier shall be entitled to subcontract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handing and any and all duties whatsoever undertaken by it in relation to the Goods or Containers or other packages or any other goods, b) it is understood and agreed that if it should be adjudged that any person or neity to ther than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where any loss or damage shall occur and without regard to whether the Goods covered hereby or any other goods, regardless of the port or place where any loss or damage shall occur and without regard to whether the Goods overed hereby or any other goods, regardless of the port or place where any loss or damage shall occur and without regard to whether the Goods overed hereby or any other goods are being handled or are damaged directly or indirectly unique any handling, and even if the Goods or other goods are transported on free in, stowed and/or free out terms, all exemptions, limitations of and exonerations from liability provided by law or by the Ferms and Conditions hereof shall be available to all algents, servants, employees, repartatives, all Participating including rail and other inhand carriers and all stevedores, terminal operators, watching any service what soelver, in contracting for the properties of the

7. MERCHANT'S RESPONSIBILITIES/DESCRIPTION OF GOODS

actual authority to nind the Carnet fo Such waver of variation.

7. MERCHANTS RESPONSIBILITES/DESCRIPTION OF GOODS

a) The description and particulars of the Goods set out on the face hereof and any description, particular or other representation appearing on the Goods, Container or other packages or documents relating thereto are furnished by the Merchant, and the Merchant warrants to the Carnier that the description, particulars and any representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

b) The Merchant warrants that it has complied with all applicable laws, regulations and requirements of Customs, Port and other by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particular relative to the Goods.
c) The Merchant further warrants 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.
c) The Merchant further warrants 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.
c) The Merchant further warrants 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 from the covering in which the Goods are to be transported being distinctly marked on the outside thereofs oa so indicate the nature and character without such written consent and marking or if in the opinion of the Carrier's prior express consent in writing antibut the Cardinare or other covering in which the Goods are to be transported being distinctly marked on the outside thereofs oa so indicate the nature and character without such written consent and marking or if in the opinion of the Carr

8. CONTAINERS. a) Goods may be stowed by the Carrier in or on Containers, and may be stowed with other goods, Containers, whether stowed by the Carrier or received fully stowed, may be carried on or under deck without notice, and the Merchant expressly agrees that cargo stowed in a Container and carried on deck is considered for all legal purposes to be cargo stowed under deck. Goods stowed in Containers on deck shall be subject to the legislation referred to in Clause 4. hereof and will contribute in General Average and receive compensation in General Average, as tube case may

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I) The Terms and Conditions of this Bill of Lading shall govern the responsibility of the Carrier with respect to the supply of a Container to the Merchant

Merchant.

Of If a Container has been stuffed by or on behalf of the Merchant, the Carrier, any Participating Carrier, all independent contractors and all persons rendering any service whatsoever hereunder shall not be liable for any loss or damage to the Goods, Containers or other packages or any other goods caused (1) by the manner in which the Container has been stuffed and its contents secured, 2) by the unablibility of the Good for carriage in Containers or for the type of Container requested by and furnished to the Merchant, or (3) condition of the Container furnished, which the Merchant adnowledges has been inspected by it or on its behalf before stuffing and sealing.

d) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by a), by and c) above.

from one or more of the matters covered by a), b) and c) above.

9. CONTAINERS WITH HEATING OR REFER APPARATUS. Containers with temperature or atmosphere control apparatus for heating, refrigeration, ventilation or otherwise will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may entail increased Charges. In the absence of an express request, it shall be conclusively presumed that the use of a dry container is appropriate for the Goods.

Merchant must provide Carrier with desired temperature range in writing at time of booking and insert same on the face side of the Bill of Lading, and where so provided, Carrier is to exercise due diligence to maintain the temperature within a reasonable range while the Containers are in its care, custody and/or control or that of any Participating carrier or independent contractor. The Carrier does not accept any responsibility for services of one diligence.

Where the Container is stuffed or partially stuffed by or on behalf of the Merchant, the Merchant warrants that it has properly pre-cooled the Container, that the Goods have been properly stuffed and secured within the Container and that the temperature control was been properly stuffed and secured within the Container and that the temperature control was been properly stuffed and secured within the Container and that the temperature control and seven the responsibility for all loss or damage of whatsoever nature resulting from a breach of any of these warrantes, including as a result thereof, and the Merchant agrees to defend, indemnity and hold the Carrier, Participating carrier as an independent contractor. The Merchant accepts and the Merchant agrees to defend, indemnity and hold the Carrier, Participating carriers and independent contractors.

10. CARRIER'S EQUIPMENT:INDEMNITY. Whenever the Merchant, or an agent, servant, contractor or anyone else acting on its behalf, directly or indirectly, takes possession of or exercises control over a Contámer and/or any equipment whistosever owned or leased by, or the use of which is provided to, the Carrier, any Participating Carrier, their agents, servants or independent contracts. In Merchant agrees to defend, indemnify and hold harmless the Carrier, any Participating Carrier, their agents, servants and independent contractors from and against any loss or damage to said Container and equipment, as well as to any third-party property, and for any injury to or deat of persons arising out of the use of said Container and equipment.

11. OPTION OF INSPECTION. The Carrier and any Participating carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot stellay or properly be carried or carried further, either at all or without incurring any additional expense, the Carrier and Participating carrier any abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to continue the Carriage or to store the Goods, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional Charges so incurred.

12. DECK CARGO. Deck cargo (except that carried in Containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals), and the Carrier will not in any even the liable for any loss or damage for or from which he is exempt, immune or excentrated by applicable law, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the Merchant. Except as may be otherwise provided, such shipments shall be deemed Goods and shall be subject to all Terms and Conditions of this Bill of Lading.

METHODS AND ROUTES OF TRANSPORTATION. With respect to the Goods or Containers or other packages, the Carrier may at any

ume and without notice to the Merchant:
a) use any means of transport (water, land and/or air) or storage whatsoever;
b) forward, transship or retain on board or carry on another vessel or conveyance or by any other means of transport than that named or the reverse side hereof;

b) forward, transship or retain on board or carry on another vessel or conveyance or by any other means of transport than that named or the reverse side hereof;
c) carry Goods on or under deck at its option;
d) proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route or in or out of geographical notation;
e) proceed to sor discretion of the control of the

In no circumstance whatsoever shall the Carrier be liable for orrect, indirect or consequential loss or damage caused by deep the Al-MATTERS AFFECTING PERFORMANCE. In any cituation whatsoever and wherescever occurring and whather existing or anticipated before commencement of, during or after the Carriage, which in the judgment of the Carrier is likely to give rise to any hindrance. Insk, capture, seizure, detention, damage, delay, difficulty or disastharage or loss to the Carrier or any part of the Good or make it unsafe imprudent, impracticable or unlawful for any reason to receive, keep, load, carry or discharge the mor any part of the more makes imprudent, impracticable or unlawful for any reason to receive, keep, load, carry or discharge the mor any part of them or commence or continue the Carriage or disembart passes are at the port of Discharge or at the usual or intended place of discharge or delivery, or to give rise to danger, delay or difficulty of whatsoever nature in proceeding by the usual or intended route, the Carrier and any Participating carrier, without notice to the Merchant, may decline to receive, keep, load, carry or discharge the Goods, or may Participating carrier, without notice to the Merchant, and Goods or may only on the carrier and any Participating carrier, without notice to the Merchant and Goods or may only only on the carrier or provided in this Bill of Lading, or the Carrier shall, in exhausting the carrier of Discharge or any other point or until such time as the Carrier deems advisable and the Variety of the Carrier shall, in addition to full Charges, be entitled to reasonable extra compensation and shall have a lien on the Goods for same. Notice of disposition of the Goods shall be sent to the Merchant named in this Bill of Lading within a reasonable time thereoffer.

on the Goods for same, induce or dispushion of the Goods shall be desired to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

An adults dailed by the Carrier in the Counter in t

uenvery, and any runter responsibility of Carrier with respect to the Goods shall thereupon terminate.

16. CHARGES, INCLUDING FREIGHT. The Charges payable hereunder have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall, at any time, be entitled to inspect, reveigh, remeasure or revalue the contents and, if any of the particulars furnished by the Merchant are found to be incorrect, the Charges shall be adjusted accordingly, and the Merchant shall be responsible to pay the correct Charges and all expenses incurred by the Carrier in checking said particulars or any of them.

18. The particular of the particular of the Carrier shall be deemed earned on acceptance of the Goods or Containers or other packages for shipment by the Carrier and shall be paid by the Merchant in full, without any offset, counterclaim or deduction, cargo and/or vessel or for conveyance lost or not lost, and shall be non-returnable in any event.

18. The Merchant shall defend in the more considered the exclusive agent of the Merchant for all purposes, and any payment of Charges to other than the Carrier shall not, in any event, be considered payment to the Carrier.

18. The Merchant shall defend indemnify and hold the Carrier shall not, in any event, be considered payment to the Carrier.

Carrier.

The Merchant shall defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage and expense which may be sustained or incurred relative to the above.

And servants, namilies from and against all inability, loss, damage and expense which may be sustained or incurred relative to the above.

17. CARRIER'S LIBL. The Carrier's shall have a lien on the Goods, inclusive of any Container owned or leased by the Merchant, and all equipment and appurtenances thereto, as well as on any Charges due any person, and on any documents relating thereto, which lien shall survive delivery, for all sums due under this contract or any other contract or undertaking to which the Merchant party or otherwise involved, including, but not limited to, General Average contributions, salvage and the cost of recovering such sums, inclusive of attorneys' fees. Such lien may be enforced by the Carrier by public or private sale at the expense of and without notice to the Merchant.

18. The Merchant agrees to defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage or expense which may be sustained or incurred by the Carrier and the state of the sale of such into the fulficiation of any court, tribunal or other body before whom the Carrier may be brought, whether said proceeding is of a civil or criminal induse.

18. RUST. It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods. Acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

19. GENERAL AVERAGE

19. GENERAL AVERAGE

19. General Average is declared, it shall be adjusted according to the York/Antwerp Rules of 1994 and all subsequent amendments therefor from time to time made, at any place at the option of any person entitled to declare General Average, and the Amendu Jason Clause as approved by BIMCO is to be considered as incorporated herein, and the Merchant shall provide such security as may be required in this connection.

10. Divinithistanding a) above, the Merchant shall defend, indemnify and hold harmless the Carrier and any Participating carrier, their agents and servants, in respect of any claim fand any expense arising (herefrom) of a General Average nature which may be made against the Carrier and ran Participating carrier and shall provide such security as may be required by the Carrier in this connection.

10. Neither the Carrier nor any Participating carrier shall be under any obligation.

connection.
c) Neither the Carrier nor any Participating carrier shall be under any obligation to take any steps whatsoever to post security for General Average or to collect security for General Average contributions due to the Merchant.

c) Neither the Carrier nor any Participating carrier shall be under any obligation to take any steps whatsoever to post security for General Average or to collect security for General Average or desember in the Marchant.

20. LIMITATION OF LIABILITY. Except as otherwise provided in this Clause or elsewhere in this Bill of Lading, in case of any loss or damage to or in connection with cargo exceeding in actual value the equivalent of \$500 lawful money of the United States, per package, or in case of cargo on ot shipped in packages, per shipping unit, the value of the cargo shall be deemed to be \$500 per package or per shipping unit, the Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per shipping unit or shall exceed to a stop of damage, unless the nature of the cargo and valuation higher than \$500 per package or per shipping unit or shall exceed such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value, the value shall nevertheless be deemed to be declared value, the value shall nevertheless be deemed to be declared value, the value shall nevertheless be deemed to be declared value, the value shall nevertheless be deemed to be declared value, the value shall nevertheless be deemed to be declared value, the value shall nevertheless be deemed to be declared value, the value shall nevertheless be deemed to be declared value, the value shall nevertheless be deemed to be declared value, the value shall nevertheless be deemed to be declared value, the value shall nevertheless and the provision of the value shall never the value shall nevertheless and the

entitled to avail itself or such lesser limitation

21. NOTICE OF CLAIM: TIME FOR SUIT. As to any loss or damage presumed to have occurred during the Carrier's period of responsibility, the Carrier must be notified in writing of any such loss or damage or claim before or at the time of dischargefremoval of the Goods by the Merchant or, if the loss or damage is not then appearen; within 3 consecutive days after dischargefellevery or the date when the Goods should have been dischargedelivered. If not so notified, discharge, removal or delivery, depending upon the law applicable, shall be prima face evide. The properties of the control of the con

commercement of such any inability winasseers of the carrier shall bease unless proper carrier limited in mind and suit is not upon within such shorter period.

Suit shall not be deemed "brought" unless jurisdiction shall have been obtained over the Carrier by service of process or by an agreement to appear. In the event this provision should be held invalid during that period in which comprisely eligible to shall apply of its own force and effect, such as during the tackle-to-tackle period, it shall nevertheless apply during all non-compulsory periods during which the Carrier remains responsible for the Goods.

22. JURISDICTION
All disputes of whatsoever nature under or in connection with this Bill of Lading shall be determined by the [insert specific court and location] to the exclusion of any other court PROVIDED ALWAYS that the Carrier may in its absolute and sole discretion invoke or voluntarily submit to the jurisdiction of any other court which, but for the terms of this Bill of Lading could properly assume jurisdiction to hear and determine such disputes, but such shall not constitute a waver of the terms of this provision in any other instance.

23. NON-WAIVER AND SEPARABILITY. Nothing in this Bill of Lading shall operate to derive the Carrier of any statutory protection or any defense, immunity, exemption, limitation of or exoneration from liability contained in the laws of the United States, or of any other country whose laws may be compulsoring applicable. The Terms and Conditions of this Bill of Lading (including all the terms and conditions of the carrier's applicable tariff or tariffs, incorporated herein by virtue of Clause 2. abovel shall be separable, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 9: Freight Forwarder Compensation

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Not applicable

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021416 RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 10: Surcharges, Assessorial and Arbitraries

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's.

Tariff Rule Information

021416 RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 10-A: Surcharges, Assessorial and Arbitraries

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Ocean carriers whose vessels will be traveling through designated Emission Control Areas (ECA), which may also be designated as China's Emission Control Areas, or by other designations, will be required to use fuel with sulfur content of 0.1% or less, a substantial decrease from the 1.0% concentration fuel currently used in maritime shipping. These areas include the Baltic Sea, English Channel, North Sea, and 200 nautical miles off the U.S. and Canadian coasts, and all cargoes originating from Europe destined to all ports in China, including Hong Kong, and Taiwan (including inland destinations). The surcharge may be termed differently by ocean carriers but the main ingredient in common is that the surcharges are related to the increased price of bunker fuels surcharges. Carrier will be passing these charges to shippers pursuant to this Rule, and if a Negotiated Rate Arrangement has been utilized, these surcharges shall be passed on to shippers pursuant to 46 C.F.R. §532.5 (d) (2)(ii).

Tariff Rule Information

021416 RADIUS INTERNATIONAL, INC.

021416 NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 11: Minimum Quantity Rates

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023 Carrier may charge minimum quantity rates as specified in each individual NRA.

Tariff Rule Information

021416 RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 12: Ad Valorem Rates

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

A. The liability of the Carrier as to the value of shipments shall be determined in accordance with the clause(s) of the Carrier's Bill of Lading form attached in rule 8.

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

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA.

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NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 13: Transshipment

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Not Applicable.

021416 RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 14: Co-Loading in Foreign Commerce

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Definition: Pursuant to 46 CFR §520.2, "Co-Loading" means the combining of cargo by two or more NVOCCs for tendering to an ocean common carrier under the name of one or more of the NVOCCs.

(1) The Carrier from time-to-time tenders' cargo for co-loading.

- (2) The Carrier may enter into carrier-to-shipper relationships for the co-loading of cargo with the following NVOCCs from time to time:
- (3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
- (4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.
- (5) In case of co-loading, under a 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.
- (6) If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

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NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 15: Reserved for Future Use

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

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021416 RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 16: Hazardous Cargo

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Except as otherwise provided below, hazardous, explosive, flammable or dangerous cargo, as defined in the publications named below, will be accepted by the Carrier for transportation under the rules, charges and rates named in NRAs governed by this Tariff:

- 1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier.
- 2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities.
- 3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
- 4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier cannot provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is not in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.
- 5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
- 6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:

Classes A and B Explosives

Radioactive Substances (IMCO Class No. 7)

- 7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation <u>MUST</u> be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
 - A. U.S. Coast Guard Regulations (46 CFR §§146-179).
 - B. U.S. Department of Transportation Regulations (49 CFR §§170-179).
 - C. the International Maritime Dangerous Goods Code (IMCO published by the Inter-Governmental

Maritime Consultative Organization).

- D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities,
- E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt,
- F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.
- 8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:

- A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials,
- B. The hazardous class, IMCO Code Number and UN Number (if any),
- C. The flash point or flash point range (when applicable),
- D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required).
- E. Identification of the type of packaging (e.g., drums, cylinders, barrels, etc.).
- F. The number of pieces of each type of package.
- G. The gross weight of each type of package or the individual gross weight of each package.
- H. The Harmonized Code, SITC or BTN number of the commodity.
- I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.
- 9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to assure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to assure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
- 10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
- 11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.
- 12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

RADIUS INTERNATIONAL, INC. 021416

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 16-A: Ocean Carriers Hazardous Cargo Penalties Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Ocean carriers are imposing substantial penalties regarding the following acts with respect to the transportation of hazardous cargo commencing after full container gate-in at origin until delivered to the consignee at destination:

- Mis-declaring hazardous cargo for any reason, i)
- Not declaring hazardous cargo, ii)
- Booking and declaring a commodity is "Non-Hazardous cargo" while commodity iii)

identified is 'Hazardous cargo',

- Booking and declaring commodity is Hazardous cargo with incorrect IMO Class or UN No.,
- Informing ocean carrier to amend cargo property, from dry cargo to hazardous cargo, v)
- vi) Informing ocean carrier to modify or add IMO/UN No.,
- Identification from the Maritime Safety Administration of China, or any other governmental department vii) authority to confirm the mis-declaration,
- Amendment of commodity character or IMO/UN No. on booking information,

shipping instructions and bills of lading; and

Untimely, incorrect, and incomplete commodity and cargo property declarations made to Carrier or any other acts, statements, omissions by shipper upon which Carrier relied which results in any penalty to Carrier by ocean carriers for the matters identified directly or impliedly in this Rule are shipper's liability.

Tariff Rule Information

RADIUS INTERNATIONAL, INC. 021416 NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 17: Safety of Life at Sea SOLAS Regulations

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

SOLAS (Chapter understand that the requirements VI Regulation http://www.imo.org/en/OurWork/Safety/Cargoes/Containers/Documents/MSC.1%20Circ.1475.pdf) require the packed containers' true and accurate Verified Gross Mass (VGM) to be submitted prior to stowage aboard a vessel. Non-compliance herewith will bar the vessel operator from loading a packed container onto the intended vessel. Shipper undertakes that the information provided to the Carrier is true and accurate for compliance with SOLAS requirements.

Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo. Merchant agrees that Carrier is entitled to rely on the accuracy of such weights and to endorse same as Carrier's own certified weight to the steamship line carrying the cargo.
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NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 18: Returned Cargo in Foreign Commerce

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government or for any other reason whatsoever.

Tariff Rule Information

021416 RADIUS INTERNATIONAL, INC.

NRA RULES 021416 - Between (US and World)

AMENDMENT NO. O

Rule 19: Shippers Requests in Foreign Commerce

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Shipper or Consignee requests or complaints (including request for adjustment in NRAs, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page and/or Tariff Record.

Tariff Rule Information

021416 RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 20: Overcharge Claims

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

A. Bill of Lading Commodity Description. Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the NRA to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.

B. Overcharges

For purpose of uniformity in handling claims for excess measurements, refunds will only be made as follows:

- 1. Where an error has been made by the dock in calculation of measurements.
- 2. Against re-measurement at port of loading prior to vessel's departure.
- 3. Against re-measurement by vessel's agent at destination.
- 4. By joint re-measurement of vessel's agent and consignee.
- 5. By re-measurement of a marine surveyor when requested by vessel's agent.
- 6. Re-measurement fees and cable expenses in all cases to be paid by party at fault.

In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. Any 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, within three years of the date of cause of action occurs.

Tariff Rule Information

021416 RADIUS INTERNATIONAL, INC.

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AMENDMENT NO. O

Rule 21: Use of Carrier Equipment

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs), the VOCC, either directly or via the carrier, provisions and charges will be for the account of the cargo.

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Rule 22: Automobile Rates in Domestic Offshore Commerce Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Not Applicable.

RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 23: Carrier Terminal Rules and Charges

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Carrier does not operate terminals at origin or destination. Except as otherwise provided in the individual NRA all shipments that are subject to origin, destination, terminal, local or foreign charges shall be for the account of the cargo.

Tariff Rule Information

RADIUS INTERNATIONAL, INC.

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AMENDMENT NO. O

Rule 23-01: **Destination Terminal Handling Charges (DTHC)** Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

In destination countries where DTHC are required to be prepaid, Carrier shall require the same prior to shipment.

Tariff Rule Information

RADIUS INTERNATIONAL, INC. 021416

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

2. Bond No. 7920060

3. Issued By: Great American Alliance Insurance Company

Agent for Service of Process

- 1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is Radius International, Inc., 150 Eastern Avenue, Suite 250, Chelsea, MA 02150.
- 2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
- 3. Service of administrative process, other hand subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

Tariff Rule Information

RADIUS INTERNATIONAL, INC. 021416

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AMENDMENT NO. O

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.

A copy of the tariff rule published by the NVOCC and in effect under 46CFR §\$520, 531 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

Tariff Rule Information

RADIUS INTERNATIONAL, INC.

021416 NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Reserved for Future Use **Rule 26:**

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Reserved for future use

RADIUS INTERNATIONAL, INC.

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O

Rule 27: Reserved for Future Use

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Reserved for future use.

Tariff Rule Information

RADIUS INTERNATIONAL, INC.

AMENDMENT NO. O

NRA RULES TARIFF NO. 003 - Between (US and World)

AMENDMENT NO. O
Rule 28:

Definitions

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

CARRIER - means RADIUS INTERNATIONAL, INC.

CONSIGNOR, CONSIGNEE OR SHIPPER - include the authorized representatives or agents of such "consignor," "consignee," or "shipper."

CONTAINER FREIGHT STATION (CFS) - (Service Code S) -

a) At Origin - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.

b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers. **CONTAINER LOAD - (CL)** - Means all cargo tendered to carrier in shipper-loaded containers.

CONTAINER YARD - The term "Container Yard" (CY) (Service Code Y), means the location where carrier receives or delivers cargo in containers.

CONTROLLED TEMPERATURE - means the maintenance of a specific temperature or range of temperatures in carrier's trailers.

DRY CARGO - means cargo other than that requiring temperature control.

IN PACKAGES - shall include any shipping form other than "in bulk," "loose," "in glass or earthenware, not further packed in other containers" or "skids"

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 33.3 percent from its normal shipping cubage when set up or assembled.

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 percent from its normal shipping cubage when set up or assembled.

LESS THAN CONTAINER LOAD (LTL) - means all cargo tendered to carrier not in shipper-loaded/stuffed containers.

LOADING OR UNLOADING - means the physical placing of cargo into or the physical removal of cargo from containers.

MIXED SHIPMENT - means a shipment consisting of articles described in and rated under two or more NRAs.

MOTOR CARRIER - means U.S. Motor Carrier or Motor Carriers.

NVOCC SERVICE ARRANGEMENT (NSA) means a written contract, other than a bill of lading or receipt, between one or more NSA shippers and an individual NVOCC or two or more affiliated NVOCCs, in which the NSA shipper makes a commitment to provide a certain minimum quantity or portion of its cargo or freight revenue over a fixed time-period, and the NVOCC commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.

NSA SHIPPER - means a cargo owner, the person for whose account the ocean transportation is provided, the person to whom delivery is to be made, a shippers' association, or an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C. 40102(16)), that accepts responsibility for payment of all applicable charges under the NSA.

NEGOTIATED RATE ARRANGEMENT (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).

NESTED - means that three or 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 third of its height.

NESTED SOLID - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-half inch.

ONE COMMODITY - means any or all the articles described in any one NRA.

PACKING - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.

PUBLISHING CARRIER – means RADIUS INTERNATIONAL, INC., a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC License Number 021416.

RAIL CARRIER - means U.S. rail carrier or rail carriers.

SHIPMENT - means a quantity of goods, tendered by one consignor on one bill of lading at one origin at one time in one or more containers for one consignee at one destination.

STUFFING - UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from carrier's containers.

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.

021416 RADIUS INTERNATIONAL, INC.

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AMENDMENT NO. O

Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

EXPLANATION OF ABBREVIATIONS

Ad Val Ad Valorem K/T Kilo Ton

AI All Inclusive LCL or LTL Less than Container Load BF Board Foot or Board Feet LS Lumpsum

BF Board Foot or Board Feet LS Lumpsum
B/L Bill of Lading L/T Long Ton (2240 Lb)

BAF Bunker Adjustment Factor M Measure

BM Board Measurement Max Maximum
C Change in tariff Item MBF or MBM 1,000 Feet Board Measure

CAF Currency Adjustment Factor Min Minimum

CBM, CM or M3 Cubic Meter MM Millimeter CC Cubic Centimeter MQC Minimum Q

CC Cubic Centimeter MQC Minimum Quantity Commitment
CFS Container Freight Station N/A Not Applicable

CFT Cubic Foot or Cubic Feet NRA Negotiated Rate Arrangements

CLD Chilled NSA NVOCC Service Arrangements
CM Centimeter NHZ Non-Hazardous

CU Cubic NOS Not otherwise specified

CWT Cubic Weight OT Open Top

CY Container Yard P Pier

D Door Pkg Package or Packages
DDC Destination Delivery Charge PRC People's Republic of China

E Expiration PRVI Puerto Rico and U.S. Virgin Islands

ET Essential Terms R Reduction

Etc Et Cetera RE Reefer / Refrigerated FAK Freight All Kinds R/T Revenue Ton FAS Free Alongside Ship RV Roil Yard

FAS Free Alongside Ship RY Rail Yard FB Flat Bed SL&C Shipper's Load and Count

FCL Full Container Load Sq. Ft Square Foot or Square Feet FEU Forty Foot Equivalent Unit S/T Short Ton (2000 lbs.)

FI Free In SU or S/U Set Up

FIO Free In and Out FreeTIFI Out and Stowed Twenty Foot Equivalent Unit Free Out FO THC Terminal Handling Charge FOB Free On-Board Terminal Receiving Charge TRC **FMC** Federal Maritime Commission USA United States of America

FR Flat Rack USD United States Dollars Ft Feet or Foot VEN Ventilated GOH Garment on Hanger VIZ Namely Η House VOL Volume Hazardous HAZ Weight W

I New or Initial Tariff Matter W/M Weight/Measure

K/D Knocked Down
Kilos Kilograms
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RADIUS INTERNATIONAL, INC. NRA RULES TARIFF NO. 003

AMENDMENT NO. O

Rule 30: Access to Tariff Information

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

This tariff is published on the Internet website of Radius International, at: www.radiuscargo.com. Please refer to the Tariff profile or Tariff Title page for additional contact information.

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Tariff Rule Information

RADIUS INTERNATIONAL, INC. NRA RULES TARIFF NO. 003 021416

AMENDMENT NO. O

Rule 31-200: **Reserved for Future Use**

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Rules 31-200 reserved for future use.

RADIUS INTERNATIONAL, INC. NRA RULES TARIFF NO. 003

AMENDMENT NO. 0
Rule 201:

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

NRA RULES TARIFF NO. 003

NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Effective: 07JUL2023 Thru: NONE Expires: NONE Publish: 07JUL2023

Pursuant to 46CFR §531.9(a), Carrier hereby give public notice in tariff format the following essential terms of each NSA it has entered with shippers.

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

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***** End of Rule Text