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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 1 Effective: 23Feb2009
(I)(R)

SCOPE

Rules and conditions named herein apply to the transportation of cargo between ports and points listed in Paragraph A and ports and points listed in Paragraph B.

A. Between ALL PORTS/POINTS OF CALL in the USA or countries considered territories, properties or dependencies of the USA;

1. GROUP: USA AND DOMESTIC COUNTRIES include:
America Samoa
Guam
Johnston Atoll
Midway Islands
Northern Mariana Islands
Puerto Rico
United States
US Virgin Islands
Wake Island

a) GROUP: US BASE PORTS includes (See Note):

1) GROUP: ATLANTIC BASE PORTS includes:
Baltimore, MD
Charleston, SC
New York, NY
Savannah, GA
Boston, MA
Miami, FL
Norfolk, VA
Wilmington, NC

2) GROUP: GULF BASE PORTS includes:
Galveston, TX
Mobile, AL
Tampa, FL
Houston, TX
New Orleans, LA

3) GROUP: PACIFIC BASE PORTS includes:
Long Beach, CA
Oakland, CA
San Francisco, CA
Tacoma, WA
Los Angeles, CA
Portland, OR
Seattle, WA

b) GROUP: DOMESTIC BASE PORTS includes:
Pago Pago, AQ
Guam, GQ
Johnston Atoll, JQ
Midway Island, MQ
St. Thomas, USVI
Rota, CQ
San Juan, RQ
Saint Croix, VQ
Wake Island, WQ

NOTE: Base Port Groups also apply as interchange ports.

B. AND ALL PORTS/POINTS OF CALL in the following Countries To/From Which Rates Apply:

1) GROUP: EUROPE COUNTRIES includes;
Austria
Belgium
Czechoslovakia
Germany
Hungary
Liechtenstein
Luxembourg
Netherlands
Switzerland

a) GROUP: EUROPE BASE PORTS includes; (See Note)
Antwerp, BE
Bremen, GM
Bremerhaven, GM
Hamburg, GM
Rotterdam, NL

b) GROUP: FRENCH ATLANTIC BASE PORTS includes;
LeHavre, FR
Dunkirk, FR
Sete, FR
Rouen, FR
Montoir De Bretagre, FR

2) GROUP: UK COUNTRIES includes;
Guernsey
Ireland
Jersey
Man, Isle of
St. Helena
United Kingdom

a) GROUP: UK BASE PORTS includes; (See Note)
Felixstowe, UK
Liverpool, UK
Thamesport, UK
London, UK
Manchester, UK
Tilbury, UK

3) GROUP: SCANDINAVIA COUNTRIES includes;
Denmark
Faroe Islands
Finland
Greenland
Iceland
Jan Mayen
Norway
Svalbard
Sweden

a) GROUP: SCANDINAVIA BASE PORTS incl; (See Note)
Aarhus, DA
Gothenburg, SW
Helsinki, FI
Reykjavik, IC
Thule, GL
Trondheim, NO
Vaag, FO

4) GROUP: BALTIC COUNTRIES includes;
Poland
Union of Soviet Socialist Republic

a) GROUP: BALTIC BASE PORTS includes; (See Note)
Gdansk, PL
Leningrad, UR

5) GROUP: MED COUNTRIES includes;
Albania
Algeria
Andorra
Cyprus
France
Gaza Strip
Gibraltar
Greece
Israel
Italy
Lebanon
Libya
Malta
Monaco
Morocco
Portugal
San Marino
Spain
Syria
Tunisia
Vatican City
Yugoslavia

a) GROUP: MED BASE PORTS includes; (See Note)
Bar, YO
Beirut, LE
Bilbao, SP
Durazzo, AL
Gibraltar, GI
Haifa, IS
Latakia, SY
Leghorn, IT
Genoa, IT
Algeciras, SP
Monaco, MN
Oran, AG
Piraeus, GR
Tangier, MO
Tripoli, LV
Tunis, TS
Valetta, MT
Barcelona, SP
Valencia, SP

b) GROUP: MED FRANCE BASE PORTS includes; (See Note)
Fos Sur Mer, FR

6) GROUP: BLACK SEA COUNTRIES includes;
Bulgaria
Romania
Turkey
Union of Soviet Socialist Republic

a) GROUP: BLACK SEA BASE PORTS includes; (See Note)
Braila, RO
Istanbul, TU
Lom, BU
Odessa, UR

7) GROUP: MID-EAST COUNTRIES includes;
Bahrain
Oman

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RULE: 1 SCOPE
(Continued...)

Egypt
Iran
Iraq
Iraq-Saudi Arabia
Neutral Zone
Jordan
Kuwait
Qatar
Saudi Arabia
United Arab Emirates
West Bank
Yemen

a) GROUP: MID EAST BASE PORTS includes; (See Note)
Abu Dhabi, TC
Alexandria, EG
Aqaba, JO
Baghdad, IZ
Bahrain, BA
Bandar Abbas
Damman, SA
Doha, QA
Hodeidah, YM
Kuwait, KU
Muscat, MU

8) GROUP: INDIA SUB-CONTINENT COUNTRIES includes;
Afghanistan
Bangladesh
Bhutan
Burma
India
Maldives
Nepal
Pakistan
Sri Lanka

a) GROUP: INDIA SUB-CONT BASE PORTS incl;(See Note)
Bombay, IN
Chittagong, BG
Colombo, CE
Pasni, PK
Rangoon, BM

9) GROUP: SE ASIA COUNTRIES includes;
Cambodia
Laos
Malaysia
Thailand
Vietnam

a) GROUP: SE ASIA BASE PORTS includes; (See Note)
Bangkok, TH
Cheko, CB
Hanoi, VM
Kelang, MY

10) GROUP: FAR EAST COUNTRIES includes;
Hong Kong
Indonesia
Japan
Korea, Democratic
People's Rep
Korea, Republic of
Philippines
Singapore
Taiwan

a) GROUP: FAR EAST BASE PORTS includes; (See Note)
Busan, KS
Djakarta, ID
Gensan, KN
Hong Kong, HK
Keelung, TW
Kobe, JA
Manila, RP

b) GROUP: TAIWAN BASE PORTS includes;
Kaohsiung, TW
Keelung, TW

c) GROUP: JAPAN BASE PORTS inlcudes;
Kobe, JA
Osaka, JA
Tokyo, JA
Yokohama, JA

11) GROUP: ASIA COUNTRIES NOS includes;
China
Macau
Mongolia
Paracel Islands

a) GROUP: ASIA BASE PORTS NOS includes; (See Note)
Macao, CH
Macau, MC

12) GROUP: SOUTH PACIFIC COUNTRIES includes;
Ashemore and Cartier
Islands
New Caledonia
New Zealand
Australia
Baker Island
Brunei
Christmas Island
Cocos (Keelung) Islands
Cook Islands
Coral Sea Islands
Federated States of
Micronesia
Fiji
French Polynesia
Heard Island and McDonald
Island
Howland Island
Jarvis Island
Kingman Reef
Kiribati
Marshall Islands
Nauru
Niue
Norfolk Island
Palmyra Atoll
Papua New Guinea
Pitcairn Islands
Solomon Islands
Spratly Islands
Tokelau
Tonga
Tromelin Island
Trust Territory of
the Pacific
Tuvalu
Vanuatu
Wallis and Futuna
Western Samoa

a) GROUP: SOUTH PACIFIC BASE PORTS incl; (See Note)
Auckland, NZ
Auki, BP
Brunei Town, BX
Ebeye, RM
Haapia, TN
Nauru Island, NR
Niue Island, NE
Noumea, NC
Papeete, FP
Port Moresby, PP
Port Vila, NH
Rarotonga, CW
Saipan, PS
Suva, FJ
Sydney, AS
Tarawa, KR
Tuvalu, TV

b) GROUP: AUSTRALIA BASE PORTS includes;
Adelaide, AS
Fremantle, AS
Melbourne, AS
Sydney, AS

c) GROUP: NEW ZEALAND BASE PORTS inlcudes;
Auckland, NZ

13) GROUP: AFRICA COUNTRIES includes;
Angola
Bassas Da India
Benin
Botswana
Burkina
Burundi
Cameroon
Cape Verde
Central African Republic
Chad
Comoros
Congo
Djibouti
Equatorial Guinea
Ethiopia
Europa Island
Gabon
Gambia, The
Ghana
Glorioso Islands
Guinea
Guinea-Bissau
Ivory Coast
Juan De Nova Island
Kenya
Lesotho
Liberia
Zimbabwe
Madagascar
Malawi
Mali
Mauritania
Mauritius
Mayotte
Morocco
Mozambique
Namibia
Niger
Nigeria
Reunion
Rwanda
Sao Tome and Principe
Senegal
Seychelles
Sierra Leone
Somalia
South Africa
Sudan
Swaziland
Tanzania, United Rep. of
Togo
Uganda
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Zaire
Zambia

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RULE: 1 SCOPE
(Continued...)

a) GROUP: AFRICA BASE PORTS includes; (See Note)

Abidjan, IV	Luba, EK
Assab, ET	Mahe, SE
Banjul, GA	Maputo, MZ
Berbera, SO	Matadi, CG
Bissau, PU	Mombasa, KE
Casablanca, MO	Monrovia, LI
Conakry, GV	Moroni, CN
Cotonou, BN	Nouakchott, MR
Dakar, SG	Pointe Des Galets, RE
Dar Es Salaam, SG	Pointe Noire, CF
Djibouti, DJ	Port Gentil, GB
Douala, CM	Port Louis, MP
Durban, SF	Port Sudan, SU
Freetown, SL	Praia, CV
Jinja, UG	Principe, TP
Lagos, NI	Tamatave, MA
Lome, TO	Tema, GH
Luanda, AO	Walvis Bay, WA

14) GROUP: SOUTH AMERICA COUNTRIES includes;

Argentina	Falkland Islands
Belize	French Guiana
Bolivia	Guyana
Brazil	Paraguay
Chile	Peru
Colombia	Suriname
Ecuador	Uraguay
Venezuela	

a) GROUP: SOUTH AMERICA BASE PORTS incl; (See Note)

Albina, NS	Lima, PE
Antofagasta, CI	Montevideo, UY
Belize City, BH	
Buenos Aires, AR	Puerto Cabello, VE
Cayenne, FG	Santos, BR
Georgetown, GY	Tolu, CO
Guaqui, BL	Villeta, PA
Guayaquil, EC	Fortaleza, BR
Degrad-des-Cannes, FG	Cartagena, CO
Belem, BR	Turbo, CO
La Guaira, VE	Santa Marta, CO

15) GROUP: CENTRAL AMERICA COUNTRIES includes;

Costa Rica	Mexico
El Salvador	Nicaragua
Guatemala	Panama
Honduras	

a) GROUP: CENTRAL AMERICA BASE PORTS incl; (Note)

Colon, PM	San Salvador, ES
Managua, NU	Santo Tomas, GT
Puerto Cortes, HO	Veracruz, MX
Puerto Limon, CS	Manzanillo, PM
Alimirante, PM	

16) GROUP: CARIBBEAN COUNTRIES includes;

Anguilla	Guadeloupe
Antigua and Barbuda	Haiti
Aruba	Jamaica
Bahamas, The	Martinique
Barbados	Montserrat
Bermuda	Navassa Island
British Virgin Islands	Netherlands Antilles
Cayman Islands	St Kitts and Nevis
Cuba	St Lucia
Dominica	St Vincent and the Grenadines
Dominican Republic	Trinidad and Tobago
Grenada	
Turks and Caicos Islands	

a) GROUP: CARIBBEAN BASE PORTS includes; (See Note)

Antigua, AC	Pointe a Pitre, GP
Basseterre, SC	Port au Prince, HA
Bridgetown, BB	Port Castries, TD
Port of Spain, TD	
Fort De France, MB	Roseau, DO
Freeport, BF	Saint Georges, GJ
Georgetown, CJ	Salt Cay, TK
Hamilton, BD	Santa Clara, CU
Kingston, JM	Santo Domingo, DR
Kingstown, VC	The Road, AV
Tortola, VI	
Plymouth, MH	Rio Haina, DR
Saint Maarten, NE	

17) GROUP: FOREIGN COUNTRIES NOS includes;

Antarctica	French Southern and Antarctic
Bouvet Island	South Georgia and the South SA
Canada	
Clipperton Island	
St Pierre and Miquelon	

a) GROUP: FOREIGN BASE PORTS NOS incl; (See Note)

Montreal, CA	St Pierre, SB

18) GROUP: SOUTH ISLANDS NOS includes;

Tahiti New Caldonia

a) GROUP:

Papeete, Tahiti	Noumea, New Caledonia

NOTE: Base Port Groups also apply as interchange ports.
========== End of Rule Text ==========

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RULE: 1 A Effective: 23Feb2009
(I)(R)

INTERMODAL TRANSPORTATION/SUBSTITUTED SERVICE

INTERMODAL TRANSPORTATION/THROUGH RATES

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

B. Intermodal Rates will be shown as single-factor through rates as specified in individual TLI's, or combination through rates constructed by the addition of applicable inland factors.

C. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading.

D. This tariff contains local, through and proportional rates as defined in 46 CFR Part 514.2.

SUBSTITUTED SERVICE (ALTERNATE PORT SERVICE)

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

Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 2 Effective: 23Feb2009
(I)(R)

APPLICATION OF RATES AND CHARGES

1. Rates published in this Tariff are stated in terms of U.S. Currency 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.

Rates from ports and points in the USA to ports and points in Central America - Guatemala, Belize, Honduras, Nicaragua, Costa Rica and Panama - are to be calculated on 500 KGS (W) or 1 CBM (M), whichever provides the greater revenue.

All freight rates and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided.

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

2. Except as otherwise provided, all "Port" (i.e.,Port-to-Port) rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, 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.

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

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, 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. Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles contained therein.

4. Rates as published herein 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 Import/Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Import/Export Declaration. Shipper amendments in the description of the goods will only be accepted 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 the rates in this Tariff 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 rates shown in this Tariff except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

All inclusive rates referenced by the term "All Inclusive" shall NOT be subject to any tariff additionals (CAF, BAF, THC, etc.) unless otherwise specified.

8. Except as otherwise provided, rates published in this Tariff apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S., Refrigerated Cargo, N.O.S. rate will apply (for definition of Dangerous/Hazardous Cargo, N.O.S., See Rule 16).

9. Wherever rates are provided for articles named herein, the same rate will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific rates are provided for such parts.

========== End of Rule Text ==========

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RULE: 2 A Effective: 23Feb2009

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ADVANCE CHARGE COLLECTION FEE

ADVANCE CHARGE COLLECTION FEE

Shipper's Advance Charge on Bills of Lading for collection from Consignees are accepted, without Carrier's responsibility and at the full risk of the Shipper provided they do not relate in any part to cost of the cargo and ocean freight thereon, but which only cover carrying and other legitimate expenses to F.O.B. export steamer. Such charges must be shown in U.S. Dollars and must be supported by vouchers. On the amount of Advance Charges, the Carrier will assess a Collection Charge of Ten (10%) Percent of such charges.

========== End of Rule Text ==========

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RULE: 2 B Effective: 23Feb2009

(I)(R)

CARGO SERVICE FEE

Where an underlying VOCC establishes a surcharge to be accessed at the per container level, carrier reserves the option of accessing such charge against the cargo on a W/M basis. Such charge would be factored according to the total container utilization to the destination.
====================== End of Rule Text ======================

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RULE: 2 C Effective: 23Feb2009
(I)(R)

BILL OF LADING CHARGE (DOCUMENTATION FEE)

A Bill of Lading Charge will Apply as Follows:

LTL $ 25.00 per B/L
FCL $ 50.00 per B/L
====================== End of Rule Text ======================

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RULE: 3 Effective: 23Feb2009
(I)(R)

RATE APPLICABILITY RULE

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

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RULE: 4 Effective: 23Feb2009
(I)(R)

HEAVY LIFT

In addition to the rates shown herein, all Pieces or Packages weighing five (5) tons and over, shall be assessed the following scale of rates per ton of specifically provided within individual items:

From 5 Tns up to and incl. 6 Tns $ 17.00 Per 1,000 Kgs.
Over 6 Tns up to and incl. 7 Tns 20.00 Per 1,000 Kgs.
Over 10 Tns up to and incl. 15 Tns 45.00 Per 1,000 Kgs.
Over 15 Tns up to and incl. 20 Tns 65.00 Per 1,000 Kgs.
Over 20 Tns up to and incl. 25 Tns 85.00 Per 1,000 Kgs.
Over 25 Tns up to and incl. 30 Tns 100.00 Per 1,000 Kgs.
Over 30 Tns up to and incl. 35 Tns 120.00 Per 1,000 Kgs.
Over 35 Tns up to and incl. 40 Tns 140.00 Per 1,000 Kgs.
Over 40 Tns up to and incl. 45 Tns 155.00 Per 1,000 Kgs.
Over 45 Tns up to and incl. 50 Tns 175.00 Per 1,000 Kgs.
Over 50 Tns up to and incl. 55 Tns 195.00 Per 1,000 Kgs.
Over 55 Tns up to and incl. 60 Tns 215.00 Per 1.000 Kgs.

Over 7 Tns up to and incl. 8 Tns 25.00 Per 1,000 Kgs.
Over 8 Tns up to and incl. 9 Tns 30.00 Per 1,000 Kgs.
Over 9 Tns up to and incl. 10 Tns 35.00 Per 1,000 Kgs.
Over 60 Tns..... Apply to Carrier
====================== End of Rule Text ====================

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RULE: 5 Effective: 23Feb2009
(I)(R)

EXTRA LENGTH

In addition to the rates shown herein, all Pieces or Packages measuring over 35 Linear Feet in length shall be assessed the following additional rates on the entire measurement of the Piece or Package on W/M basis as freighted, unless otherwise provided within individual items:

Over 35 Feet, up to and including 45 Feet.....$2.50
Over 45 Feet, up to and including 50 Feet.....$3.25
Over 50 Feet, add to the rate for 50 Feet $2.50 for each additional 5 Feet, or fraction thereof.
====================== End of Rule Text ====================

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   RULE:   6        Effective: 23Feb2009
   ( I )( R )


   MINIMUM BILL OF LADING CHARGES

   Minimum Bill of Lading Charge will be $65
   ======================= End of Rule Text ========================
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RULE: 7 Effective: 23Feb2009
(I)(R)

PAYMENT OF FREIGHT CHARGES

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

Both Shipper and Consignee of the goods or articles shipped shall be liable jointly and severally for all unpaid charges payable on account of a shipment pursuant to applicable tariffs including, but not confined to, sums advanced or disbursed by Carrier on account of such shipment.

========== End of Rule Text ==========

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RULE: 8 Effective: 24Feb2009
(C)

BILL(S) OF LADING

1. DEFINITIONS
CARRIER MEANS THE COMPANY ON WHOSE BEHALF THIS BILL OF LADING HAS BEEN SIGNED.
MERCHANT INCLUDES THE SHIPPER, THE CONSIGNEE, THE RECEIVER OF THE GOODS.
THE HOLDER OF THIS BILL OF LADING.
ANY PERSON OWNING OR ENTITLED TO THE POSSESSION OF THE GOODS OR THIS BILL OF LADING, ANY PERSON HAVING A PRESENT OR FUTURE INTEREST IN THE GOODS AND ANY ONE ACTING ON BEHALF OF ANY SUCH PERSON.
GOODS MEANS THE CARGO SUPPLIED BY THE MERCHANT AND INCLUDES ANY CONTAINER NOT SUPPLIED BY OR ON BEHALF OF THE CARRIER.
CONTAINER INCLUDES ANY CONTAINER, TRAILER, TRANSPORTABLE TANK, MAT, PALLET OR SIMILAR ARTICLE OF TRANSPORT USED TO CONSOLIDATE GOODS.
CARRIAGE MEANS THE WHOLE OF THE OPERATIONS AND SERVICES UNDERTAKEN OR PERFORMED BY OR ON BEHALF OF THE CARRIER IN RESPECT OF THE GOODS.
COMBINED TRANSPORT ARISES WHERE THE PLACE OF RECEIPT OR THE

5. CERTAIN RIGHTS AND COMMUNITIES FOR THE CARRIER AND OTHER PERSONS
(1)THE CARRIER SHALL BE ENTITLED TO SUB-CONTRACT ON ANY TERMS THE WHOLE OR ANY PART OF THE CARRIAGE.
(2)THE MERCHANT UNDERTAKES THAT NO CLAIM OR ILLEGATION SHALL BE MADE AGAINST, OTHER THAN THE CARRIER, ANY PERSON OR VESSEL WHATSOEVER INCLUDING, BUT NOT LIMITED TO, ANY INDEPENDENT CONTRACTOR AND ALL OTHERS BY WHOM THE WHOLE OR ANY PART OF THE CARRIAGE, WHETHER DIRECTLY OR INDIRECTLY, IS PROCURED, PERFORMED OR UNDERTAKEN WHICH IMPOSES OR ATTEMPS TO IMPOSE UPON ANY SUCH PERSON OR VESSEL ANY LIABILITY WHATSOEVER IN CONNECTION WITH GOODS OR THE CARRIAGE AND IF ANY CLAIM OR ALLEGATION SHOULD NEVERTHELESS BE MADE TO DEFEND INDEMNITY AND HOLD HARMLESS THE CARRIER AGAINST ALL CONSEQUENCES THEREOF WITHOUT PREJUDICE TO THE FOREGOING EVERY SUCH PERSON AND VESSEL SHALL HAVE THE BENEFIT OF ALL PROVISIONS HEREIN BENEFITING THE CARRIER AS IF SUCH PROVISIONS WERE EXPRESSLY FOR HIS BENEFIT AND IN ENTERING INTO THIS CONTRACT THE CARRIER, TO THE EXTEND OF THESE PROVISIONS, DOES SO NOT ONLY ON HIS OWN BEHALF BUT ALSO AS AGENT AND TRUSTEE FOR SUCH PERSONS AND VESSELS AND

PLACE OF DELIVERY ARE INDICATED ON THE FACE HEREOF.
PORT TO PORT SHIPMENT ARISES WHERE THE CARRIAGE CALLED FOR BY THIS BILL OF LADING IS NOT COMBINED TRANSPORT.
HAGUE RULES MEANS THE PROVISIONS OF THE INTERNATIONAL CONVENTION FOR UNLOCATION OF CERTAIN RULES RELATING TO BILLS OF LADING SIGNED AT BRUSSELS ON 25TH AUGUST 1924.
HAGUE VISBY RULES MEANS THE MAGUE RULES ARE AMENDED BY THE PROTOCOL SIGNED AT BRUSSELS ON 23RD FEBRUARY 1968.
COGSA MEANS THE CARRIAGE OF GOODS BY SEA ACT OF THE UNITED STATES OF AMERICA APPROVED ON 16TH APRIL 1936.
CHARGES INCLUDES FREIGHT AND ALL EXPENSES AND MONEY OBLIGATIONS INCURRED AND PAYABLE BY THE MERCHANT.
SHIPPING UNIT INCLUDES FREIGHT UNIT AND THE TERM UNIT IN THE HAGUE RULES AND HAGUE-VISBY RULES.
PERSON INCLUDES AN INDIVIDUAL, A FIRM AND A BODY CORPORATE.
STUFFED INCLUDES FILLED, PACKED, LOADED OR SECURED.
OR INCLUDES AND

2. CARRIERS TARIFF
THE PROVISIONS OF THE CARRIERS APPLICABLE TARIFF, IF ANY, ARE INCORPORATED HEREIN COPIES OF SUCH PROVISIONS ARE OBTAINABLE FROM THE CARRIER OR HIS AGENTS UPON REQUESTT OR, WHERE APPLICABLE FROM A GOVERNMENT BODY WITH WHOM THE TARIFF HAS BEEN FILED. IN CASE OF INCONSISTANCY BETWEEN THIS BILL OF LANDING AND THE APPLICABLE TARIFF, THIS BILL OF LADING SHALL PREVAIL.

3. WARRANTY
THE MERCHANT WARRANTS THAT IN AGREEING TO THE TERMS HEREOF HE IS OR HAS THE AUTHORITY OF THE PERSON OWNING OR ENTITLING TO THE POSSESSION OF THE GOODS OR ANY PERSON WHO HAS A PRESENT OR FUTURE INTEREST IN THE GOODS.

4. NEGOTIABILITY AND TITLE TO THE GOODS
(1)BY ACCEPTING THIS BILL OF LADING THE MERCHANT AND HIS TRANSFEREES AGREE WITH THE CARRIER THAT UNLESS IT IS MARKED NON-NEGOTIABLE IT SHALL CONSTITUTE TITLE TO THE GOODS AND THE HOLDER BY ENDORSEMENT OF THIS BILL OF LADING SHALL BE ENTITLED TO RECEIVE OR TO TRANSFER THE GOODS HEREIN MENTIONED.
(2)THE BILL OF LADING SHALL BE PRIME FACTSEVIDENCE OF THE TAKING IN CHARGE BY THE CARRIER OF THE GOODS AS HEREIN DESCRIBED. HOWEVER, PROOF TO THE CONTRARY SHALL NOT BE ADMISSIBLE WHEN THIS BILL OF LADING HAS BEEN NEGOTIATED OR TRANSFERRED FOR VALUABLE CONSIDERATION TO A THIRD PARTY ACTING IN GOOD FAITH.
SUCH PERSONS AND VESSELS SHALL TO THIS EXTEND BE OR BE DEEMED TO BE PARTIES OF THIS CONTRACT.
(3)THE DEFENCES AND LIMITES OF LIABILITY PROVIDED IN THIS BILL OF LADING SHALL APPLY IN ANY ACTION AGAINST THE CARRIER WHETHER THE ACTION BE FOUND IN CONTRACT OR IN TORT.

6. CARRIERS RESPONSIBILITY
(A)CLAUSE PARAMOUNT
(1)SUBJECT TO 13 ABOVE, THIS BILL OF LADING SHALL HEVE EFFECT SUBJECT TO THE HAGUE RULES OR TO ANY LEGISLATION MAKING SUCH RULES. THE HAUE-VISBY RULES OR COGSA COMPULSORILY APPLICABLE TO THIS BILL OF LADING. THE PROVISIONS OF THE APPLICABLE RULES OR ACT SHALL BE DEEMED INCORPORATED HEREIN AND SHALL GOVERN BEFORE THE GOODS ARE LOADED ON AND AFTER THE GOODS ARE DISCHARGE FROM THE VESSEL AND WHILE THE GOODS ARE IN THE CARE OF THE CARRIER OR ANY (OTHER THAN THE MERCHANT) PERSON OR VESSEL REFERRED TO IN 5.(2) ABOVE. THE HAGUE RULES SHALL APPLY TO THE CARRIAGE OF GOODS BY INLAND WATERWAYS AND REFERENCE TO INLAND WATERWAYS.
(2)THE CARRIER SHALL BE ENTITLED TO THE FULL BENEFIT OF, AND RIGHTS TO, ALL LIMITATIONS OF OR EXEMPTIONS FROM LIABILITY AND ALL RIGHTS AUTHORIZED BY ANY APPLICABLE LAW, STATUTE OR REGULATION OF ANY COUNTRY INCLUDING, BUT NOT LIMITED TO, WHERE APPLICABLE TO ANY PROVISIONS OF SECTION 4281 TO 4284 INCLUSIVE, OF THE REVISED STATUES OF THE UNITED STATES OF AMERICA AND AMENDMENTS THERETO AND WHERE APPLICABLE ANY PROVISIONS OF THE LAWS OF THE UNITED STATES OF AMERICA AND WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING ALSO ANY LAW, STATUTE OR REGULATION AVAILABLE TO THE OWNER OF THE VESSEL(S) ON WHICH GOODS ARE CARRIED.
(B)PORT TO PORT SHIPMENT
THE RESPONSIBILITY OF THE CARRIER IS LIMITED TO THAT PART OF THE CARRIAGE FROM AND DURING LOADING ONTO THE VESSEL UP TO AND DURING DISCHARGE FROM THE VESSEL AND THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER IN RESPECT OF THE GOODS OR FOR ANY OTHER MATTER DURING ANY OTHER PART OF THE CARRIAGE EVEN THOUGH CHARGES FOR THE WHOLE CARRIAGE HAVE BEEN CHARGED BY THE CARRIER. THE MERCHANT CONSTITUTE THE CARRIER AS A AGENT TO ENTER INTO CONTRACTS ON BEHALF OF THE MERCHANT WITH OTHERS FOR TRANSPORT, STORAGE, HANDLING OR ANY OTHER SERVICES IN RESPECT OF THE GOODS PRIOR TO LOADING AND SUBSEQUENT TOT DISCHARGE FO THE GOODS FROM THE VESSEL WITHOUT RESPONSIBILITY FOR ANY ACT OR OMISSION WHATSOEVER ON THE PART OF THE CARRIER OR OTHERS AND THE CARRIER MAY AS SUCH AGENT ENTER INTO CONTRACTS WITH OTHERS ON ANY TERMS WHATSOEVER INCLUDING TERMS LESS FAVOURABLE

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THAN THE TERMS IN THIS BILL OF LADING.
(C)COMBINED TRANSPORT
SERVE AS IS OTHERWISE PROVIDED IN THIS BILL OF LADING, THE CARRIER SHALL BE LIABLE FOR LOSS OR DAMAGE IS THE GOODS OCCURRING FROM THE TIME THAT THE GOODS ARE TAKEN INTO HIS CHARGE UNTIL THE TIME OF DELIVERY IS THE EXTENT SET OUT BELOW
(1)WHERE THE STAGE OF CARRIAGE WHERE THE LOSS OR DAMAGE OCCURRED CANNOT BE PROVED.
(a)SUBJECT TO 6(C) BELOW AND THE PROVISIONS IN THIS BILL OF LADING, THE CARRIER ACCEPTS RESPONSIBILITY FOR THE LOSS AND DAMAGE IN ACCORDANCE WITH THE RULES OR ACT THAT WOULD HAVE APPLIED UNDER 6(A)(1) ABOVE HAD THE LOSS OR DAMAGE OCCURRED AT SEA EXCEPT THAT THE AMOUNT OF COMPENSATION UNDER SUCH RULES OR ACT SHALL BE REPLACED BY A SUM OF $500.00 PER SHIPPING PACKAGE OR UNIT.
(b)THE VALUE OF THE GOODS SHALL BE DETERMINED ACCORDING TO THE COMMODITY EXCHANGE PRICE AT THE PLACE AND TIME OF DELIVERY TO THE MERCHANT OR AT THE PLACE AND TIME WHEN THEY SHOULD HAVE BEEN SO DELIVERED OR IF THERE IS NO SUCH PRICE ACCORDING TO THE CURRENT MARKET PRICE BY REFERENCE TO THE NORMAL VALUE OF GOODS OF THE SAME KIND AND QUANTITY AT SUCH PLACE AND TIME.
(2)WHERE THE STAGE OF CARRIAGE WHERE THE LOSS OR DAMAGE OCCURRED CAN BE PROVED
BY SEA EXCEPT AS SUCH CONTAINER SHALL BE CONSIDERED THE PACKAGE OR SHIPPING UNIT.
THE WORDS SHIPPING UNIT SHALL MEAN EACH PHYSICAL UNIT OR PIECE OF CARGO NOT SHIPPED IN A PACKAGE, INCLUDING ARTICLES OR THINGS OF ANY DESCRIPTION WHATSOEVER EXCEPT GOODS SHIPPED IN BULK, AND IRRINSPECTIVE OF THE WEIGHT OR MEASUREMENT UNIT EMPLOYED IN CALCULATING FREIGHT CHARGES. AS TO GOODS SHIPPED IN BULK, THE LIMITATION APPLICABLE THERETO SHALL BE THE LIMITATION PROVIDED IN SUCH CONVENTION OR LAW WHICH MAY BE APPLICABLE, AND IN NO EVENT SHALL ANYTHING HEREIN BE CONTAINED TO BE A WAIVER OF LIMITATIONS AS TO GOODS SHIPPED IN BULK
(e)RUST, ECT
IT IS AGREED THAT SUPERFICIAL RUST RAIDATION OF ANY LIKE CONDITION DUE TO MOISTURE IS NOT A CONDITION OF DAMAGE BUT IS INHERENT TO THE NATURE OF THE GOODS AND ACKNOWLEDGEMENT OF RECEIPT OF THE GOODS IN APPARENT GOOD ORDER AND CONDITION IS NOT A REPRESENTATION THAT SUCH CONDITIONS OF RUST CONDITIONS AND THE LIKE DID NOT EXIST ON RECEIPT.
(f)TIME-BAR
THE CARRIER SHALL BE DISCHARGE OF ALL LIABILITY UNLESS SUCH IS BROUGHT IN THE PROPER COUNTRY AND WRITTEN NOTICE THEREOF RECEIVED BY THE CARRIER WITHIN NINE MONTHS AFTER DELIVERY OF THE GOODS IN THE DATA WHEN THE GOODS SHOULD HAVE BEEN ACTIVATED IN THE EVENT THAT SUCH TIME PRESENT SHALL BE

(a)THE LIABILITY OF THE CARRIER SHALL BE DETERMINED BY THE PROVISIONS CONTAINED IN ANY INTERNATIONAL CONVENTION OR NATIONAL LAW OF THE COUNTRY WHICH MAY BE APPLICABLE WHICH PROVISIONS
(i)CANNOT BE DEPARTED FROM BY PRIVATE CONTACT TO THE DETRIMENT OF THE MERCHANT AND
(ii) WOULD HAVE APPLIED IF THE MERCHANT HAD MADE A SEPARATE AND DIRECT CONTRACT WITH THE CARRIER IN RESPECT OF THE PARTICULAR STATE OF CARRIAGE WHERE THE LOSS OR DAMAGE OCCURRED AND HAD RECEIVED AS EVIDENCE THEREOF ANY PARTICULAR DOCUMENT WHICH MUST BE ISSUE IN ORDER TO MAKE SUCH INTERNATIONAL CONVENTION OR NATIONAL LAW APPLICABLE.
(b)PACKAGE OF SHIPPING UNIT LIMITATION
WHERE THE HAGUE RULES, HAGUE-VISBY RULES OR COGSA APPLY THE CARRIER SHALL NOT, UNLESS A DECLARED VALUE HAS BEEN NOTED IN ACCORDANCE WITH (c) BELOW, BE OR BECOME UNABLE FOR ANY LOSS OR DAMAGE IN OR IN CONNECTION WITH THE GOODS IN AN AMOUNT PER PACKAGE OR SHIPPING UNIT IN EXCESS OF THE PACKAGE OR SHIPPING UNIT LIMITATION AS LAID DOWN BY THE APPLICABLE RULES OR ACT OR ANY REGISTRATION MAKING THESE RULES COMPULSORITY APPLICABLE TO THIS BILL OF LADING.
(c)AS VETERAN DECLARED VALUE OF PACKAGE OR SHIPPING UNIT THE CARRIER LIABILITY IF ANY, PER PACKAGE OR SHIPPING UNIT IN ACCORDANCE WITH (b) ABOVE, MAY BE INCREASED TO A HIGHER VALUE PER PACKAGE OR SHIPPING UNIT BY A DECLARATION IN WRITING TO SUCH AN EFFECT BY THE SHIPPER UPON DELIVERY TO THE CARRIER OF THE GOODS FOR SHIPMENT INSERTED ON THE FRONT OF THE BILL OF LADING IN THE SPACE PROVIDED AND EXTRA FREIGHT PAID IS REQUIRED BY THE CARRIER. IN SUCH CASE, IF THE ACTUAL VALUE OF THE GOODS SHALL EXCEED SUCH DECLARED VALUE, THE VALUE SHALL NEVERTHELESS BE DEEMED TO BE THE DECISION VALUE AND THE CARRIERS LIABILITY, IF ANY, SHALL NOT EXCEED THE DECLARED VALUE AND ANY PARTIAL LOSS OR DAMAGE SHALL BE ADJUSTED PRO RATA ON THE BASIS OF SUCH DECLARED VALUE.
(d)DEFINITION OF PACKAGE OR SHIPPING UNIT
WHERE A CONTAINER USED TO CONSOLIDATE GOODS AND SUCH TONTAINER IS STUFFED BY THE CARRIER, THE NUMBER OF PACKAGES OR SHIPPING UNITS STATED ON THE FACE OF THIS BILL OF LADING IN THE BOS PROVIDED SHALL BE DEEMED THE NUMBER OF PACKAGES OR SHIPPING UNITS FOR THE PURPOSE OF ANY LIMIT OR LIABILITY PER PACKAGE OR SHIPPING UNIT PROVIDED IN ANY INTERNATIONAL CONVENTION OR NATIONAL LAW RELATING TO THE CARRIAGE OF GOODS FOUND CONTIERY TO ANY CONVENTION OR LAW COMPULSORITY APPLICABLE THE PERIOD COVERED BY SUCH CONVENTION OR LAW SHALL THEN APPLY BUT IN THAT CIRCUMSTANCE ONLY.

7. MERCHANTS RESPONSIBILITY
(1)THE DESCRIPTION AND PARTICULARS OF THE GOODS SET OUT ON THE FACE HERANT ARE FURNISHED BY THE MERCHANT AND THE MARCHANT WARRANTS TO THE CARRIER THAT THE DESCRIPTION AND PARTICULARS SEPARATELY BUT NOT LIMITED TO WEIGHT IF CONTENT MEASURE QUANTITY QUALIFY CONDITION MARKS NUMBERS AND VALUE ARE CORRECT.
(2)THE MERCHANT SHALL COMPLY WITH ALL REGULATIONS OR REQUIREMENTS OF CUSTOMS, PORT AND OTHER AUTHORITIES AND SHALL BEAR AND PAY OFF DUTIES, TAXES, LINES, IMPORTS, EXPENSES OR LOSSES INCURRED OR SUFFERED BY REASON THEREOF OR BY REASON OF ANY ILLEGAL, INCORRECT OR INSUFFICIENT MARKING, NUMBERING OR ADDRESSING OF THE GOODS.
(3)THE MERCHANT UNDERTAKES THAT THE GOODS ARE PACKED IN A MANNER ADEQUATE TO WITHSTAND THE ORDINARY RISKS OF CARRIAGE HAVING REGARD TO THEIR NATURE AND IN COMPITANCE WITH ALL LAWS OR REGULATIONS WHICH MAY BE APPLICABLE.
(4)NO GOODS WHICH ARE OR MAY BECOME DANGEROUS, INFLAMABLE OR DAMAGING OR WHICH ARE OR MAY BECOME ABLE TO DAMAGE ANY PROPERTY OR PERSON WHATSOEVER SHALL BE RENDERED TO THE CARRIER FOR THE CARRIAGE WITHOUT THE CARRIERS EXPRESS CONSENT IN WRITING AND WITHOUT THE CONTAINER OR OTHER COVERING IN WHICH THE GOODS ARE TO BE TRANSPORTED AND THE GOODS BEING DISTRICTLY MARKED ON THE OUTSIDE SO AS TO INDICATE THE NATURE AND CHARACTER OF ANY SUCH ARTICLE AND SO AS TO COMPLY WITH ANY APPLICABLE LAWS, NEGOTIATIONS OR REQUIREMENTS. IF ANY SUCH ARTICLES ARE DELIVERED TO THE CARRIER WITHOUT SUCH WRITTEN CONSENT AND MARKING OR IF IN THE OPINION OF THE CARRIER THE ARTICLES ARE OR ARE LIABLE TO BECOME A DANGEROUS, INFLAMMABLE OR DAMAGING NATURE, THE SAME MAY AT ANY TIME BE DESTROYED, DISPOSED OF, ABANDONED, TENDERED HARMLESS WITHOUT COMPENSATION TO THE MERCHANT AND WITHOUT PREJUDICE TO THE CARRIERS RIGHT TO CHANGES.
(5)THE MERCHANT SHALL BE LIABLE FOR THE LOSS, DAMAGE, CONTAMINATION, SOLLING, DETENTION OR DEMURRAGE BEFORE, DURING AND AFTER THE CARRIAGE OF PROPERTY (INCLUDING, BUT NOT LIMIT TO CONTAINERS) OF THE CARRIER OR ANY PERSON OR VESSEL (OTHER THAN THE MERCHANT) REFERRED TO IN 5(2) ABOVE CAUSED BY THE MERCHANT OR ANY PERSON ACTING ON HIS BEHALF OR

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FOR WHICH THE MERCHANT IS OTHERWISE RESPONSIBLE AND THE MERCHANT SHALL DEFEND INDEMNITY AND HOLD HARMLESS THE CARRIER AGAINST ALL CLAIMS, LOSSES, DAMAGES OR EXPENSES ARISING THEREFROM.
(6)THE MERCHANT SHALL DEFEND, INDEMNITY AND HOLD HARMLESS THE CARRIER AGAINST ALL CLAIMS, LOSSES, DAMAGES OR EXPENSES ARISING IN CONSEQUENCE OF ANY BREACH OF THE PROVISIONS OF THIS CLAUSE 7 OR FROM ANY CAUSE IN CONNECTION WITH GOODS FOR WHICH THE CARRIER IS NOT RESPONSIBLE.

8. CONTAINERS
(1)GOODS MAY BE STUFFED BY THE CARRIER IN OR CONTAINERS AND GOODS MAY BE STUFFED WITH OTHER GOODS.
(2)THE TERMS OF THIS BILL OF LADING SHALL GOVERN THE RESPONSIBILITY OF THE CARRIER IN CONNECTION WITH OR ARISING OUT OF THE SUPPLY OF A CONTAINER TO THE MERCHANT, WHETHER SUPPLIED BEFORE OR AFTER THE GOODS ARE RECEIVED BY THE CARRIER OR DELIVERED TO THE MERCHANT.
(3)IF A CONTAINER HAS BEEN STUFFED BY OR ON BEHALF OF THE MERCHANT
(a)THE CARRIER SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO THE GOODS.
(i)CAUSED BY THE MANNER IN WHICH THE CONTAINER HAS BEEN STUFFED
(ii)CAUSED BY THE UNSUITABILITY OR DEFECTIVE CONDITION OF THE CONTAINER PROVIDED THAT WHERE THE CONTAINER HAS BEEN PROVIDED BY OR ON BEHALF OF THE CARRIER, THIS PARAGRAPH
(iii)SHALL ONLY APPLY IF THE UNSUITABILITY OR DETECTIVE ENTITLED BUT UNDER NO OBLIGATION, TO OPEN ANY CONTAINER OR PACKAGE AT ANY TIME AND TO INSPECT THE GOODS.

11. MATTERS AFFECTING PERFORMANCE
(1) IF AT ANY TIME THE CARRIAGE IS OR IS LIKELY TO BE AFFECTED BY ANY HINDRANCE, RISK, DELAY, DIFFICULTY OR DISADVANTAGE OF ANY KIND (INCLUDING THE CONDITION OF THE GOODS), WHENSOEVER AND HOWSOEVER ARISING AND WHICH CANNOT BE AVOIDED BY THE EXERCISE OF REASONABLE ENDEAVOURS THE CARRIER (WHETHER OR NOT THE CARRIAGE HAS COMMENCED) MAY
(a)WITHOUT NOTICE TO THE MERCHANT ABANDON THE CARRIAGE OF THE GOODS AND WHERE REASONABLE POSSIBLE PLACE THE GOODS OR ANY PART OF THEM AT THE MERCHANTS DISPOSAL AT ANY PLACE OR PORT WHICH THE CARRIER MAY DEEM SAFE AND CONVENIENT, WHEREUPON THE RESPONSIBILITY OF THE CARRIER IN RESPECT OF SUCH GOODS SHALL CEASE.
(b)WITHOUT PREJUDICE TO THE CARRIERS RIGHT SUBSEQUENTLY TO ABANDON THE CARRIER UNDER (a) ABOVE, UPON NOTICE TO THE MERCHANT CONTINUE THE CARRIAGE.
IN ANY EVENT THE CARRIER SHALL BE ENTITLED TO FULL FREIGHT ON GOODS RECEIVED FOR CARRIAGE AND THE MERCHANT SHALL PAY ANY ADDITIONAL COSTS RESULTING FROM THE ABOVE MENTIONED CIRCUMSTANCES.
(2)THE LIABILITY OF THE CARRIER IN RESPECT OF THE GOODS SHALL CEASE ON THE DELIVERY OR OTHER DISPOSITION OF THE GOODS IN ACCORDANCE WITH THE ORDERS OR RECOMMENDATIONS GIVEN BY ANY GOVERNMENT OR AUTHORITY OR ANY PERSON ACTING OR SUPPORTING TO ACT AS OR ON BEHALF OF SUCH GOVERNMENT OR

CONDITION AROSE WITHOUT ANY WNT OF DUE DILIGENCE ON THE PART OF THE CARRIER OR WOULD HAVE BEEN APPARENT UPON REASONABLE INSPECTION BY THE MERCHANT AT OR PIROR TO THE TIME WHEN THE CONTAINER WAS STUFFED.
(iv)IF THE CONTAINER IS NOT SEALED AT THE COMMENCEMENT OF THE CARRIAGE EXCEPT WHERE THE CARRIER HAS AGREED TO SEAL THE CONTAINER.
(b)THE MERCHANT SHALL DEFEND INDEMNITY AND HOLD HARMLESS THE CARRIER AGAINST ANY LOSS, DAMAGE, LIABILITY OR EXPENSES WHATSOEVER AND HOWSOEVER ARISING CAUSED BY ONE OF MORE THE MATTERS COVERED BY (a) ABOVE.
(4)WHERE THE CARRIER IS INSTRUCTED TO PROVIDE A CONTAINER, IN THE ABSENCE OF A WRITTEN REQUEST TO THE CONTRARY, THE CARRIER IS NOT UNDER AN OBLICATION TO PROVIDE A CONTAINER OF ANY PARTICULAR TYPE OR QUALITY.

9. TEMPERATURE CONTROLLED CARGO
(1)THE MERCHANT UNDERTAKES NOT TO TENDER FOR TRANSPORTATION ANY GOODS WHICH REQUIRE REFRIGERATION WITHOUT PREVIOUSLY GIVING WRITTEN NOTICE OF THEIR NATURE AND PARTICULAR RANGE TO BE MAINTAINED AND IN THE CASE OF A TERPERATURE CONTROLLED CONTAINER STUFFED BY OR ON BEHALF OF THE MERCHANT FURTHER UNDERTAKES THAT THE GOODS HAVE BEEN PROPERLY STUFFED IN THE CONTAINER AND THAT ITS THERMOSTATIC CONTROLS HAVE BEEN PROPERLY SET BY THE MERCHANT BEFORE RECEIPT OF THE GOODS BY THE CARRIER.
IF THE ABOVE REQUIREMENTS ARE NOT COMPILED WITH, THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS OF DAMAGE TO GOODS HOWSOEVER ARISING.
(2)THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO THE GOODS ARISING FROM INLAND DEFECTS, DERANGEMENT, BREAKDOWN, STOPPAGE OF THE TEMPERATURE CONTROLLING MACHINERY, PLANTS, INSULATION OR ANY APPARATUS OF THE CONTAINER, VESSEL, CONVEYANCE OR ANY OTHER FACILITIES PROVIDED THAT CARRIER SHALL BEFORE OR AT THE BEGINNING OF THE TRANSPORT EXERCISE DUE DILIGENCE TO MAINTAIN THE REFRIGERATED CONTAINER IN AN EFFICIENT STATE.

10. INSPECTION OF GOODS
THE CARRIER OR ANY PERSON AUGHORIZED BY CARRIER SHALL BE AUTHORITY.

12. METHODS AND ROUTE OF TRANSPORTATION
(1)THE CARRIER MAY AT ANY TIME AND WITHOUT NOTICE TO THE MERCHANT: USE ANY MEANS OF TRANSPORT OR STORAGE WHATSOEVER TRANSFER THE GOODS FROM ONE CONVEYANCE TO ANOTHER INCLUDING TRANSSHIPMENT OR CARRYING THE SAME ON ANOTHER VESSEL THAN NAMED ON THE FACE HEREOF OR BY ANY OTHER MEANS OF TRANSPORT WHATSOEVER, UNPACK AND REMOVE GOODS AT ANY PLACE WHICH HAVE BEEN STUFFED IN OR ON A CONTAINER AND FORWARD THE SAME IN ANY MANNER WHATSOEVER, PROCEED BY ANY ROUTE IN HIS DISCRETION (WHETHER OR NOT THE NEAREST OF MOST DIRECT OR CUSTOMARY OR ADVERTISED ROUTES) AND PROCEED TO OR STAY AT ANY PLACE WHATSOEVER ONCE OR MORE OFTEN AND IN ANY ORDER, LOAD OR UNLOAD THE GOODS FROM ANY CONVEYANCE AT ANY PLACE (WHETHER OR NOT THE PLACE IS A PORT NAMED OVERLEAF AS THE PORT OF LOADING OR PORT OF DISCHARGE)COMPLY WITH ANY ORDERS OR RECOMMENDATIONS GIVEN BY ANY GOVERNMENT OR AUTHORITY OR ANY PERSON OR BODY ACTING OR PURPORTING TO ACT AS OR ON BEHALF OF SUCH GIVERNMENT OR AUTHORITY OR HAVING UNDER THE TERMS OF THE INSURANCE ON THE CONVEYANCE EMPLOYED BY THE CARRIER THE RIGHT TO GIVE ORDERS OR DIRECTIONS, PERMIT THE VESSEL TO PROCEED WITH OR WITHOUT PILOTS, PERMIT THE VESSEL THE CARRY LIVESTOCK, GOODS OF ALL KINDS, DANGEROUS, OR OTHERWISE, CONTRABAND, EXPLOSIVES, MUNITIONS OR WARLIKE, STORES AND SAIL ARMED OR UNARMED.
(2)THE LIBERTIES SET OUT IN (1) ABOVE MAY BE INVOKED BY THE CARRIER FOR ANY PURPOSES WHATSOEVER WHETHER OR NOT CONNECTED WITH THE CARRIAGE OF THE GOODS ANYTHING DONE IN ACCORDANCE WITH (1) ABOVE OR ANY DELAY ARISING THERE FROM SHALL BE DEEMED TO BE WITHIN THE CONTRACTUAL CARRIAGE AND SHALL NOT BE DEVISTION.

13. DECK CARGO (AND LIVESTOCK)
(1) GOODS OF ANY DESCRIPTION WHETHER CONTAINERISED OR NOT MAY BE STOWED ON OR UNDER DECK WITHOUT NOTICE TO THE MERCHANT SUBJECT TO (2) BELOW SUCH GOODS (OTHER THAN LIVESTOCK) WHETHER CARRIED ON DECK OR UNDER DECK SHALL PARTICIPATE IN GENERAL AVEAGE AND SHALL BE DEEMED TO BE WITHIN THE DEFINITION OF GOODS FOR THE PURPOSES OF THE HAGUE

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RULES, HAGUS-VISBY RULES, COGSA OR ANY LEGISLATION MAKING SUCH RULE COMPULSORITY APPLICABLE TO THIS BILL OF LADING.
(2)GOODS (NOT BEING GOODS STOWED IN CONTAINERS OTHER THAN OPEN MATS OR PALLETS) WHICH ARE STATED ON THE FRONT OF THIS BILL OF LADING TO BE CARRIED ON DECK (AND LIVESTOCK, WHETHER OR NOT CARRIED ON DECK) ARE CARRIED WITHOUT RESPONSIBILITY ON TH EPART OF THE CARRIER FOR LOSS OR DAMAGE OF WHATSOEVER NATURE ARISING DURING CARRIAGE BY SEA WHETHER CAUSED BY UNSEAWORTHNESS OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER. THE MERCHANT SHALL INDEMNITY THE CARRIER AGAINST ALL AND ANY EXTRA COST INCURRED FOR ANY REASON WHATSOEVER IN CONNECTION WITH CARRIAGE OF SUCH LIVESTOCK.

14. DELIVERY OF GOODS
IF DELIVERY OF THE GOODS OR ANY PART THEREOF IS NOT TAKEN BY THE MERCHANT AT THE TIME AND PLACE WHEN AND WHERE THE CARRIER IS ENTITLED TO CALL UPON THE MERCHANT TO TAKE DELIVERY AND THEREOF THE CARRIER SHALL BE ENTITLED WITHOUT NOTICE TO REMOVE THE GOODS OR THAT PART THEROF IS STUFFED IN OR A CONTAINER AND TO STORE THE GOODS OR THAT PART THEREOF IS STUFFED IN OR A CONTAINER AND TO STORE THE GOODS OR THAT PART THEREOF ASHORE, AFLOAT, IN THE OPEN OR UNDER COVER AT THE SOLE RISK AND EXPENSE OF THE MERCHANT, SUCH STORAGE SHALL CONSTITUTE DUE DELIVERY HEREUNDER AND THEREUPON THE LIABILITY OF THE CARRIER IN RESPECT OF THE GOODS OR THAT PART THEREOF SHALL CEASE.

15. BOTH-TO-BLAME-COLLISION
THE BOTH-TO-BLAME CLAUSE IS CURRENTLY ADPTED BY BIMCO IS TO BE CONSIDERED INCORPORATED HEREIN.

ANY EVENT.
(2)THE CHARGES HAVE BEEN CALCULATED ON THE BASIS OF PARTICULARS FURNISHED BY OR ON BEHALF OF THE MERCHANT. THE CARRIER SHALL BE ENTITLED THE PRODUCTION OF THE COMMERCIAL INVOICE FOR THE GOODS OR TRUE COPY THEREOF AND TO INSPECT, REWEIGH, REMEASURE OR REVALUE THE GOODS AND IF THE PARTICULARS ARE FOUND BY THE CARRIER TO BE INCORRECT, THE MERCHANT SHALL PAY THE CARRIER THE CORRECT CHARGES (CREDIT BEING GIVEN FOR THE CHARGES CHARGED) AND THE COSTS INCURRED BY THE CARRIER IN ESTABLISHING THE CORRECT PARTICULARS.
(3)ALL CHARGES SHALL BE PAID WITHOUT ANY SET-OFF, COUNTER-CLAIM, DEDUCTION OR STAY OR EXECUTION.

18. LIEN
THE CARRIER SHALL HAVE A LIEN ON THE GOODS AND ANY DOCUMENTS RELATING THERETO FOR ALL SUMS WHATSOEVER DUE AT ANY TIME TO THE CARRIER FROM THE MERCHANT AND FOR GENERAL AVEAGE CONTRIBUTIONS TO WHOSOEVER DUE AND FOR THE COSTS OF RECOVERING THE SAME AND THE CARRIER SHALL HAVE THE RIGHT TO SELL THE GOODS AND DOCUMENTS BY PUBLIC AUCTION ON PRIVATE TREATY WITHOUT NOTICE TO THE MERCHANT AND AT THE MERCHANTS EXPENSE AND WITHOUT ANY LIABILITY TOWARDS THE MERCHANT.

19. VARIATION OF THE CONTRACT, ETC.
NO SERVANT OR AGENT OF THE CARRIER SHALL HAVE ACCESS TO WAIVE OR VARY ANY OF THE TERMS HEREOF UNLESS SUCH MANNER OF VARIATION IS IN WRITING AND IS SPECIFICALLY AUTHORISED OR RE FILING IN WRITING BY A DIRECTOR OR OFFICE OF THE CARRIER WHO HAS THE ACTUAL AUTHORITY OF THE CARRIER TO SO WAIVE OR VARY.

16. GENERAL AVERAGE
GENERAL AVERAGE SHALL BE ADJUSTABLE ACCORDING TO THE YORK, ANTWERR RULES OF 1974 AT ANY PLACE AT THE OPTION OF THE CARRIER WHETHER DECLARED BY THE CARRIER OR ANY PERSON OR VESSEL (OTHER THAN THE MERCHANT) REFERRED TO IN 5(2) ABOVE. THE MERCHANT SHALL GIVE SUCH CASH DEPOSIT OR OTHER SECURITY AS THE CARRIER MAY DEEM SUFFICIENT TO COVER THE ESTIMATED GENERAL AVERAGE CONTRIBUTION OF THE GOODS BEFORE DELIVERY IF THE CARRIER REQUIRES, OR, IF THE CARRIER DOES NOT SO REQUIRE WITHIN THREE MONTHS OF THE DELIVERY OF THE GOODS, WHETHER OR NOT AT THE TIME OF DELIVERY THE MERCHANT HAD NOTICE OF THE CARRIERS LOSS. THE CARRIER SHALL BE UNDER NO OBLICATION TO EMERGE ANY LIEN FOR GENERAL AVERAGE CONTRIBUTIONS DUE TO THE MERCHANT AMENDED JASON CLAUSE AS APPROVED BY BIMCO IS TO BE CONSIDERED AS INCORPORATED HEREON.

17. CHARGES
(1)CHARGES SHALL BE DEEMED FULLY EARNED OR RECEIPT OF THE GOODS BY THE CARRIER AND SHALL BE PAID AND NONREFUNDABLE IN

20. LAW
THE CONTRACT EVIDENCE BY THE CONTAINED IN THIS BILL OF LADIGN IS GOVERNED BY THE COUNTRY IN WHICH THE CARRIER & PRINCIPAL PLACE OF BUSINESS IS SITUATED.

21. JURISDICTION
ANY CLAIM OR DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS BILL OF LADING SHALL BE DETERMINED BY THE FEDERAL COURT IN SUFFOLK COUNTY OF THE STATE OF MASSACHUSETTS, U.S.A.

22. PARTIAL INVALIDITY
IF ANY PROVISION IN THIS BILL OF LADING IS HELD TO BE INVALID OR UNENFORCEABLE TO ANY COURT OR REGULATORY OR BOTH REGULATORY AGENCY OR BODY SUCH INVALIDILY OR UNENFORCEABILITY SHALL ATTACH ONLY TO SUCH PROVISION. THE INVALIDILY OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED AND THIS BILL OF LADING CONTRACT SHALL BE CARRIED OUT AS IF SUCH INVALID OR UNENFORCEABLE PROVISIONS WERE NOT CONTAINED HEREON.
========== End of Rule Text ==========

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 9 Effective: 23Feb2009
(I)(R)

FREIGHT FORWARDER COMPENSATION

Freight Forwarder Compensation at 5%.
========== End of Rule Text ==========

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RULE: 10 Effective: 23Feb2009
(I)(R)

SURCHARGES AND ARBITRARIES

Please see the following sub-rules.
========== End of Rule Text ==========

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 10 A Effective: 23Feb2009
(I)(R)

CURRENCY ADJUSTMENT FACTOR (CAF)

Except as otherwise specifically provided within individual
TLI's a Currency Adjustment Factor will be assessed against
all shipments as set forth below:

CAF at 15%
========== End of Rule Text ==========

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 10 B Effective: 23Feb2009
(I)(R)

BUNKER ADJUSTMENT FACTOR (BAF)

Unless otherwise specifically provided within individual TLI's, a Bunker Adjustment Factor will be assessed against all cargo as follows:

BAF:
W/M - $ 10.00
20' - $200.00
40' - $350.00

========== End of Rule Text ==========

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RULE: 10 C Effective: 23Feb2009
(I)(R)

EMERGENCY BUNKER SURCHARGE (EBSC)

Emergency Bunker Surcharge will be as follows.

$ 25.00 W/M (LCL)
$200.00 20'
$300.00 40'
====================== End of Rule Text ======================

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 10 D Effective: 02Sep2010
(A)(C)

	LCL; $16.00 per Cbm
PEAK SEASON SURCHARGE (PSS)	20'; $640 per Cont
	40'; $800 per Cont
Peak Season Surcharge from All Asia origin points to East Coast USA	40'HQ; $900 per cont

========== End of Rule Text ==========

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RULE: 11 Effective: 23Feb2009
(I)(R)

MINIMUM QUANTITY RATES

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

========== End of Rule Text ==========

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 12 Effective: 23Feb2009
(I)(R)

AD VALOREM RATES

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

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

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of $500.00 the Ad Valorem rate, specifically provided against the item, shall be twelve (12%) percent of the value declared and is in addition to the base rate.

========== End of Rule Text ==========

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RULE: 13 Effective: 23Feb2009
(I)(R)

TRANSSHIPMENT

Not Applicable.
========== End of Rule Text ==========

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RULE: 14 Effective: 23Feb2009
(I)(R)

CO-LOADING IN FOREIGN COMMERCE

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

EXTENT OF ACTIVITY: Carrier participates in co-loading agreements on a Carrier-to-Carrier relationship. Carrier shall notify shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its cargo has been co-loaded.

and/or

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

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

========== End of Rule Text ==========

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RULE: 15 Effective: 23Feb2009
(I)(R)

OPEN RATES IN FOREIGN COMMERCE

Not Applicable.
====================== End of Rule Text ======================

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RULE: 16 Effective: 23Feb2009
(I)(R)

HAZARDOUS CARGO

Explosives, Inflammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's acceptance and special booking arrangements.

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

========== End of Rule Text ==========

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RULE: 16 A Effective: 23Feb2009
(I)(R)

HAZARDOUS CARGO SURCHARGE (HAZ)

Unless otherwise specifically provided a Hazardous Cargo
Surcharge will be assessed as follows:

20' Ctr - $200
40' Ctr - $300
W/M - $35
========== End of Rule Text ==========

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 17 Effective: 23Feb2009
(I)(R)

GREEN SALTED HIDES IN FOREIGN COMMERCE

Not Applicable.
========== End of Rule Text ==========

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RULE: 18 Effective: 23Feb2009
(I)(R)

RETURNED CARGO IN FOREIGN COMMERCE

Freight on returned cargo will be charged at the tariff rate applicable to the original shipment current at the time of the returned shipment. At the discretion of the Carrier, goods which have not been used may be returned at not less than 50% of the rate applicable in the original direction at the time of the returned shipment but not less than a rate of $100.00 per W/M.

========== End of Rule Text ==========

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 19 Effective: 01May2016
(C)

SHIPPERS REQUEST IN FOREIGN COMMERCE

A. Shippers may transmit requests, consultations and complaints to:

RADIUS INTERNATIONAL, INC.
150 EASTERN AVE.
SUITE 250
CHELSEA, MA, USA 02150
TEL: 617-561-1300
FAX: 617-561-0425

B. As used in this rule, the phrase "request and complaint" means any communication requesting a change in tariff rates, rules or regulations; objecting to rate increases or other tariff changes; and protects against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo or other implementation of the tariff. Routine requests for rate information sailing schedules, space availability and the like are not included in the foregoing.

C. Shippers' request for rate action must include at least the following information:

- Shipper's Name/Address/Telephone Number
- Commodity Description
- Port/Point of Loading
- Port/Point of Discharge
- Cargo Quantity
- Anticipated Shipment Date

========== End of Rule Text ==========

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RULE: 20 Effective: 23Feb2009
(I)(R)

OVERCHARGE CLAIMS

A. All claims for adjustment of freight charges must be presented to the Carrier in writing, within three (3) years after the date of the bill of lading issued by the carrier. Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.

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

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

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

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

(a) By carrier's agent
(b) Jointly by shipper or consignee and carrier's agent, or
(c) By a marine surveyor when requested by carrier's agent.

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

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

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

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RULE: 21 Effective: 23Feb2009
(I)(R)

USE OF CARRIER EQUIPMENT

Carrier provides no equipment of its own. Should Shipper
or Consignee request the use of underlying Carrier's
equipment for loading or unloading, all charges assessed
against the equipment by the underlying Vessel Operating
Common Carrier should be for the account of the cargo.
====================== End of Rule Text ======================

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RULE: 22 Effective: 23Feb2009
(I)(R)

AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE

Not Applicable.
====================== End of Rule Text ======================

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RULE: 23 Effective: 23Feb2009
(I)(R)

CARRIER TERMINAL RULES AND CHARGES

Please see the following sub-rules.
====================== End of Rule Text ======================

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RULE: 23 A Effective: 23Feb2009
(I)(R)

TERMINAL HANDLING CHARGE (THC)

Unless otherwise specified in individual TLI's, all cargo
will be assessed a Terminal Handling Charge as follows:

$500.00
====================== End of Rule Text ======================

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RULE: 24 Effective: 09Dec2014
(C)

NVOCCs IN FOREIGN COMMERCE:BONDS AND AGENTS

1) Carrier has furnished the Federal Maritime Commission a bond in the amount of $75,000.00 required by 46 CFR Part 515.21(a) to ensure the financial responsibility of the carrier for the payment of any judgement or any settlement made pursuant to a claim under 46 CFR Part 515.23(b) for damages arising from its transportation related activities or orders for reparations issued pursuant to Section 11 of the Shipping Act of 1984, 46 U.S.C. app. 1702, as amended by the Ocean Reform Shipping Act of 1998, or any penalty assessed against the Carrier pursuant to Section 13 thereof.

2) Bond No.: 7920060

3) Bond issued by:

GREAT AMERICAN ALLIANCE INSURANCE COMPANY
150 NORTHWEST POINT BLVD.
ELK GROVE VILLAGE, IL 60007

B. AGENT FOR SERVICE OF PROCESS

1) Carrier's agent for the service of judicial and administrative process including subpoenas follows in paragraph 3. In any instance in which the designated legal agent can not 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.

2) Service of administrative processs, other than subpeonas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

3) Agent for Service of Process Address:
Not Applicable - Carrier is a U.S. company.

========== End of Rule Text ==========

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RULE: 25 Effective: 23Feb2009
(I)(R)

CERTIFICATION OF SHIPPER STATUS IN FOREIG COMMERCE

No NVOCC shipments shall be accepted unless the NVOCC is in
compliance with the Federal Maritime Commission's
Regulations as published in 46 CFR Part 583.7(a) and (b)
(1) and (2).
====================== End of Rule Text ======================

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RULE: 26 Effective: 23Feb2009
(I)(R)

TIME/VOLUME RATES IN FOREIGN COMMERCE

Not Applicable.
====================== End of Rule Text ======================

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RULE: 27 Effective: 23Feb2009
(I)(R)

LOYALTY CONTRACTS IN FOREIGN COMMERCE

Not Applicable.
====================== End of Rule Text ======================

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RULE: 28 Effective: 23Feb2009
(I)(R)

DEFINITIONS

Explanation of definitions as used throughout this tariff,

BAF ..... Bunker Adjustment Factor
B/L ..... Bill of Lading
CAF ..... Currency Adjustment Factor
CBM or M3 ..... Cubic Meter
COFC ..... Container on Flat Car
CTR ..... Container

& ..... And
$ ..... Dollar(s)
\ ..... Cent(s)
/ ..... And/Or
@ ..... Per

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

CAUTION - means articles which may be subject to Rule No. 16

Cu.Ft. or cft	Cubic Foot (feet)	
Cwt	100 Pounds	DRY CARGO - means cargo other than that requiring
DDC	Destination Delivery Charge	temperature control.
EAN	Except as Noted	
F	Fahrenheit	EXPLOSIVE CARGO - means cargo falling within Class A, B
F.A.K	Freight All Kinds	and C explosives as defined in Rule 16.
F.A.S.	Free Alongside Ship	
FCL	Full Container Load	FREE OUT - means the application of the Terminal Charges are
F.I.O.	Free In and Out	for the account of the cargo.
F.I.O.S.	Free In, Out and Stow	
FIO ST	Free In and Out, Stowed and Trimmed	LABEL CARGO - means cargo requiring White, Yellow, Red, Red Gas, Green Gas, Poison Gas and Tear Gas labels as shown. See Rule No. 16
F.O.B.	Free On Board	
F.O.T.	Free on Truck	
Ft	Foot (Feet)	LINER OUT - means that the Line (Carrier) will pay the
In	Inch(s)	Terminal Charges.
K.D.	Knocked Down	
Kgs or Kilo(s)	Kilogram(s)	MIXED SHIPMENT - means a shipment consisting of articles
LASH	Lighter Aboard Ship	described in and rated under two or more rate items
lb(s)	Pound(s)	of this Tariff.
LCL	Less than Container Load	
L.T.	Long Ton (2240 pounds)	NON-HAZARDOUS - means non-label cargo which is permitted
Ltd.	Limited	stowage between decks or under deck (other than
Max	Maximum	Magazine) under C.F.R. Title 46 - shipping, as
Min	Minimum	amended from time to time, and such cargo will be
MLB	Mini-Landbridge	rated in accordance with the rates applicable therefor
No.	Number	as provided in the tariff item.
NVOCC	Non-Vessel Operating Common Carrier	ONE COMMODITY - means any or all the articles described
R/T	Revenue Ton	in any one rate item in this Tariff.
SOC	Shipper Owned Container	
SOTC	Shipper Owned Tank Container	REVENUE TON - means 1,000 kilos or 1 cubic meter as
SU	Set Up	freight charges are assessed.
THC	Terminal Handling Charge	
TLI	Tariff Line Item	SHIPMENT - means a quantity of goods, tendered by one
TOFC	Trailer on Flat Car	Consignor on one Bill of Lading at one port/point
Ton	Weight or Measurement as Freighted	of origin at one time in one or more containers for one Consignee at one port/point of destination.
T.T.S.	Telegraphic Transfer Selling Rate	STUFFING, UNSTUFFING - means the physical placing of
U.S. or U.S.A.	United States of America	cargo into or the physical removal of cargo from
Viz.	Namely	containers.
VOCC	Vessel Operating Common Carrier	
X	Times (measurement to weight ration factor)	WORKING DAY - means each calendar day, excepting Saturday, Sundays and Holidays, between 8:00 A.M. and 5:00 P.M.
%	Per Cent	
'	Foot (feet)	========== End of Rule Text ==========
"	Inches	

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RULE: 29 Effective: 23Feb2009
(I)(R)

SYMBOLS

(A).....Increase
(C).....Change in wording which results in neither Increase nor Reduction
(E).....Expiration
(I).....New or Initial Matter
(R).....Reduction
(P).....Extension of Service to Additional Port(S)/Point(S)
(S).....Special Case Matter
(T).....Terminal Rates, Charges or Provisions over which carrier has no control
(W).....Same Day Withdrawal of Erroneous Data
(X).....Exemption for Controlled Carrier Data in U.S./Bilateral Trades

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

CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

SIZES

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

TYPES

AC	Atmosphere Control	OT	Open Top
DF	Drop Frame	PC	Dry
FB	Flat Bed	PL	Platform
FR	Flat Rack	RE	Reefer
GC	Garment Container	TC	Tank
HH	Half Height	TL	Top Loader
IN	Insulated	TR	Trailer
N/A	Non-Containerized	VR	Vehicle Racks

Cargo/Not Applicable

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

SYMBOL	EXPLANATION
X	Times (Measurement to Weight Ratio Factor)
%	Percent
'	Foot (Feet)
"	Inch(es)
&	And
$	Dollar(s)
/	or (Per)

INLAND TRANSPORTATION MODES		WEIGHT	
B	Barge	KGS	Kilograms
M	Motor	KT	1000 Kgs (Metric Ton)
MB	Motor/Barge	LBS	Pounds
MR	Motor/Rail	LT	Long Ton (2240 LBS)
N/A	Not Applicable	ST	Short Ton (2000 LBS)
R	Rail		
RB	Rail/Barge		

VOLUME		LENGTH, WIDTH AND HEIGHT	
CBM	Cubic Meter	CM	Centimeters
CFT	Cubic Feet	FT	Feet
		IN	Inches
		M	Meters

SERVICE CODE EXPANSION TABLE

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

Service Code	Service Explanation
/A	YY, YS, SY, SS
/C	YY, YS, SY
/D	YD, SD
/F	DY, DS

========== End of Rule Text ==========

RADIUS INTERNATIONAL, INC.
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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 30 Effective: 23Feb2009
(I)(R)

ACCESS TO TARIFF INFORMATION

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2. Through contacting Publishing Office for information to sign through Descartes website at rates.descartes.com

========== End of Rule Text ==========

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 31 Effective: 23Feb2009
(I)(R)

SEASONAL DISCONTINUANCE

Not Applicable.
========== End of Rule Text ==========

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 32 Effective: 23Feb2009
(I)(R)

RESERVED

This rule intentionally left blank.
========== End of Rule Text ==========

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RULE: 33 Effective: 23Feb2009
(I)(R)

PROJECT RATES

Not Applicable.
====================== End of Rule Text ======================

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 34 Effective: 23Feb2009
(I)(R)

TERMINAL TARIFFS

Not Applicable.
====================== End of Rule Text ======================

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 35 Effective: 19May2020
(I)(R)

TARIFF TITLE PAGE

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#####  ###  #####  #     #####     ####    #    #####  #####
  #     #     #    #     #         #  #   # #   #      #
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  #     #     #    #     #         #     #####  #   #  #
  #    ###    #    ####  #####     #     #   #  #####  #####
```

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

OTI LICENSE NUMBER: 021416N
LOCATION OF TARIFF: http://rates.descartes.com

RADIUS INTERNATIONAL, INC.

(A NON-VESSEL OPERATING COMMON CARRIER)

150 EASTERN AVE.
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CHELSEA, MA, USA 02150
TEL: 617-561-1300
FAX: 617-561-0425

OCEAN FREIGHT TARIFF NO. 001

NAMING

LOCAL AND THROUGH COMMODTIY RATES AND CHARGES
AND GOVERNING RULES AND REGULATIONS APPLYING

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

AND
INLAND POINTS VIA SUCH INTERCHANGE PORTS

FOR NVOCC SURETY BOND INFORMATION, SEE RULE 24

FOR DEFINITIONS, SYMBOLS, ABBREVIATIONS, SEE RULE 28 AND 29

FOR ACCESS TO TARIFF INFORMATION, SEE RULE 30

========== End of Rule Text ==========

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 100 Effective: 14Nov2009
(C)

GENERAL RATE INCREASE (GRI) - NOVEMBER 14, 2009

Effective November 14, 2009, a General Rate Increase
(PleaseGRI) will apply from all ASIA points as follows:

20 - $480
40 - $600
40HC - $675
========== End of Rule Text ==========
