

EXPEDITORS INTERNATIONAL OF WASHINGTON, INC

dba Expeditors International Ocean

NVOCC SERVICE ARRANGEMENTS (NSA/NRA) Rules Tariff

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NOTICE TO TARIFF USERS

Carrier has opted to be exempt from Negotiated Service Arrangement filing requirements pursuant to 46 C.F.R 531.4. Per 46 CFR §531.3 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 Transportation.

Pursuant to Federal Maritime Commission Regulations effective April 18, 2011, carrier has elected to use the exemption from the tariff rate publication requirements of the Shipping Act and the FMC’s regulations, and will apply negotiated rate arrangements (NRA’s) Final Rule 76FR 11351; Correction 76FR 10706 and subsequent amendments. Carrier may enter into Negotiated Rate Arrangements (NRA’s) with Merchant in lieu of publishing the applicable rates and charges for services provided in its rate tariff.

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## RULE\_NUMBER

### 1. SCOPE OF TARIFF

Rates, rules and regulations in this Tariff apply on shipments to United States Ports and Points from Ports and Points in Foreign Countries named in Rule 1. All shipments handled under this Tariff shall be transported from Origin Port to Destination Port under Carrier's Bill of Lading (See Rule 8) and shall be governed by the terms thereof.

Carrier shall perform such transport by water, rail, truck, barge or any combination thereof.

#### ORIGIN SCOPE:

##### A.

AFGHANISTAN

ALBANIA

ALGERIA

AMERICAN SAMOA

ANDORRA

ANGOLA

ANGUILLA

ANTARCTICA

ANTIGUA AND BARBUDA

ARUBA

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

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

CZECH REPUBLIC

DENMARK

DJIBOUTI

DOMINICA

DOMINICAN REPUBLIC

ECUADOR

EGYPT

EL SALVADOR

EQUATORIAL GUINEA

ETHIOPIA

EUROPA ISLAND

FALKLAND ISLANDS (ISLAS MALVIN

FAROE ISLANDS

FEDERATED STATES OF MICRONESIA

FIJI

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

HAITI

HEARD ISLAND AND MCDONALD ISLAND

HONDURAS

HONG KONG

HOWLAND ISLAND

HUNGARY

ICELAND

INDIA

INDONESIA

IRAN

IRAQ

IRAQ SAUDI ARABIA NEUTRAL ZONE

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

MACEDONIA

MADAGASCAR

MALAWI

MALAYSIA

MALDIVES

MALI

MALTA

MAN ISLE 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

NIUE

NORFOLK ISLAND

NORTHERN MARIANA ISLANDS

NORWAY

OMAN

PAKISTAN

PALMYRA ATOLL

PANAMA

PAPUA NEW GUINEA

PARACEL ISLANDS

PERU

PHILIPPINES

PITCAIRN ISLANDS

POLAND

PORTUGAL

PUERTO RICO

QATAR

REUNION

ROMANIA

RWANDA

SAN MARINO

SAO TOME AND PRINCIPE

SAUDI ARABIA

SENEGAL

SEYCHELLES

SIERRA LEONE

SINGAPORE

SLOVAKIA

SLOVENIA

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

USA

VANUATU

VATICAN CITY

VENEZUELA

VIETNAM

VIRGIN ISLANDS

WAKE ISLAND

WALLIS AND FUTUNA

WEST BANK

WESTERN SAHARA

WESTERN SAMOA

YEMEN

YUGOSLAVIA

ZAIRE

ZAMBIA

ZIMBABWE

Destination Scope:

AFGHANISTAN

ALBANIA

ALGERIA

AMERICAN SAMOA

ANDORRA

ANGOLA

ANGUILLA

ANTARCTICA

ANTIGUA AND BARBUDA

ARUBA

ASHMORE AND CARTIER ISLANDS

AUSTRALIA

AUSTRIA

BAHAMAS THE

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COSTA RICA

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CYPRUS

CZECHO REPUBLIC

DENMARK

DJIBOUTI

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DOMINICAN REPUBLIC

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GUATEMALA

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JARVIS ISLAND

JERSEY

JOHNSTON ATOLL

JORDAN

JUAN DE NOVA ISLAND

KENYA

KINGMAN REEF

KIRIBATI

KOREA DEMOCRATIC PEOPLES REP

KOREA REPUBLIC OF

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LEBANON

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LIBYA

LIECHTENSTEIN

LUXEMBOURG

MACAU

MACEDONIA

MADAGASCAR

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MALAYSIA

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MAURITIUS

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NICARAGUA

NIGER

NIGERIA

NIUE

NORFOLK ISLAND

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NORWAY

OMAN

PAKISTAN

PALMYRA ATOLL

PANAMA

PAPUA NEW GUINEA

PARACEL ISLANDS

PERU

PHILIPPINES

PITCAIRN ISLANDS

POLAND

PORTUGAL

PUERTO RICO

QATAR

REUNION

ROMANIA

RWANDA

SAN MARINO

SAO TOME AND PRINCIPE

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UNITED ARAB EMIRATES

UNITED KINGDOM

USA

VANUATU

VATICAN CITY

VENEZUELA

VIETNAM

VIRGIN ISLANDS

WAKE ISLAND

WALLIS AND FUTUNA

WEST BANK

WESTERN SAHARA

WESTERN SAMOA

YEMEN

YUGOSLAVIA

ZAIRE

ZAMBIA

ZIMBABWE

Group 1 (Far East Asia)

Korea, Republic of

Democratic People's Republic of Korea

China

Hong Kong

Japan

Taiwan, R.O.C.

Macau

Philippines

Brunei Darussalam

Indonesia

Malaysia

Singapore

Thailand

Vietnam

Cambodia

Laos

Myanmar (Burma)

Group 2 (Indian Sub-Continent)

Pakistan

India

Sri Lanka

Bangladesh

Group 3 (Australia/New Zealand)

Australia

New Zealand

New Caledonia

Papua New Guinea

Group 4 (United Kingdom)

England

Scotland

Ireland

North Ireland

Group 5 (Continent)

France (Excl. FOS and Marseille)

Belgium

Netherlands

Slovakia

Luxembourg

Germany

Poland

Czech Republic

Switzerland

Austria

Hungary

Liechtenstein

Russian Federation

Estonia

Latvia

Lithuania

Belarus

Slovenia

Group 6 (Scanbalt)

Norway

Sweden

Finland

Denmark

Group 7 (Mediterranean)

Spain

Portugal

South France (Fos, Marseille)

Italy

Group 8 (Eastern Mediterranean/North Africa)

Greece

Turkey

Syrian Arab Republic

Cyprus

Lebanon

Israel

Egypt

Malta

Tunisia

Morocco

Algeria

Libya Arab Jamahiriya

Group 9 (Red Sea/Middle East)

Saudi Arabia

Kuwait

Bahrain

United Arab Emirates

Oman

Qatar

Jordan

Yemen

Group 10 (Black Sea)

Bulgaria

Romania

Moldova, Republic of

Ukraine

Georgia

Macedonia

Group 11 (East Coast of South America)

Brazil (Except BELEM and MANAUS)

Argentina

Uruguay

Paraguay

Group 12 (West Coast of South America)

Chile

Peru

Ecuador

Colombia (Excl. ports listed in Group 20)

Bolivia

Group 13 (Caribbean)

Jamaica

Haiti

Dominican Republic

Aruba

Netherlands Antilles

Trinidad and Tobago

Grenada

Barbados

St. Lucia

Dominica

Guadeloupe

Antigua and Barbuda

Martinique

St. Vincent and the Grenadines

Group 14 (Central America)

Honduras

Guatemala

El Salvador

Nicaragua

Costa Rica

Panama

Group 15 (South Africa)

South Africa

Lesotho

Swaziland

Mauritius

Seychelles

Group 16 (East Africa)

Burundi

Comoros

Kenya

Madagascar

Malawi

Maldives

Mozambique

Rwanda

Tanzania, United Republic of

Uganda

Zambia

Group 17 (West Africa)

Angola

Benin

Cameroon

Congo

Congo, The Democratic Republic of

Gabon

Gambia

Ghana

Guinea

Cote Divoire

Liberia

Mauritania

Nigeria

Senegal

Sierra Leone

Togo



Group 18 (Red Sea African Ports)

Djibouti

Eritrea

Ethiopia

Somalia

Sudan

Group 19 (Polynesia)

French Polynesia

Society Islands

Cook Islands

Austral Islands

Western Samoa

Phoenix Islands

Line Islands

Marshall Islands

Solomon Islands

Santa Cruz Islands

Fiji

Tonga

Micronesia, Federated States of

Group 20 (North Coast South America)

Cartagena, Colombia

Barranquilla, Colombia

Santa Marta, Colombia

Venezuela

Group 21 (Amazon Basin)

Manaus, Brazil

Belem, Brazil

B.

1. PORTS IN THE UNITED STATES TO WHICH RATES APPLY

USATLANTIC

USGULF

USGREATLAKES

BALTIMORE, MD

GALVESTON, TX

CHICAGO, IL

BOSTON, MA

HOUSTON, TX

CLEVELAND, OH

CHARLESTON, SC

NEW ORLEANS, LA

DETROIT, MI

MIAMI, FL

DULUTH, MN

NEW YORK, NY

MILWAUKEE, WI

NORFOLK, VA

ST. PAUL, MN

PHILADELPHIA, PA

TOLEDO, OH

SAVANNAH, GA

NEWARK, NJ

WILMINGTON, NC

USPACIFIC

LONG BEACH, CA

LONGVIEW, WA

LOS ANGELES, CA

OAKLAND, CA

PORTLAND, OR

SACRAMENTO, CA

SAN FRANCISCO, CA

SEATTLE, WA

TACOMA, WA

2. ALL PORTS AND INTERIOR POINTS IN THE FOLLOWING AREAS:

ALABAMA	LOUISIANA	OHIO
ARIZONA	MAINE	OKLAHOMA
ARKANSAS	MARYLAND	OREGON
CALIFORNIA	MASSACHUSETTS	PENNSYLVANIA
COLORADO	MICHIGAN	RHODE ISLAND
CONNECTICUT	MINNESOTA	SOUTH CAROLINA
DELAWARE	MISSISSIPPI	SOUTH DAKOTA
DISTRICT OF COLUMBIA	MISSOURI	TENNESSEE
FLORIDA	MONTANA	TEXAS
GEORGIA	NEBRASKA	UTAH
IDAHO	NEVADA	VERMONT
ILLINOIS	NEW HAMPSHIRE	VIRGINIA
INDIANA	NEW JERSEY	WASHINGTON
IOWA	NEW MEXICO	WEST VIRGINIA
KANSAS	NEW YORK	WISCONSIN
KENTUCKY	NORTH CAROLINA	WYOMING
NORTH DAKOTA	PUERTO RICO	
ALASKA		
HAWAII		
GUAM		
VIRGIN ISLANDS		

## N. MARIANA ISLANDS

### 3. USWC and Interior door locations. </p>

#### CALIFORNIA

Anaheim	Huntington Beach	Oxnard
Barstow	Huntington Park	Pacoima
Brea	Inglewood	Palm Springs
Carlsbad	Irvine	Paramount
Carson	La Jolla	Perris
Cerritos	La Mirada	Pico Rivera
Chatsworth	Lathrop	Placentia
Chino	Loma Linda	Pasadena
Chula Vista	Lomita	Pomona
City of Commerce	Lompoc	Port Hueneme
City of Industry	Long Beach	Rancho Santa Fe
Compton	Los Alamitos	Rialto
Corona	Los Angeles	Riverside
Costa Mesa	Lynwood	Sacramento
Cypress	Mira Loma	San Bernardino
Diamond Bar	Miramar	San Clemente
Dominguez	Mojave	San Diego
Downey	Monrovia	San Dimas
East Los Angeles	Montclair	San Fernando
El Segundo	Montebello	San Francisco
El Toro	Monterey Park	San Pedro
Encinitas	Montrose	San Ysidro
Encino	North Long Beach	Santa Ana

Expeditors International of Washington: NVOCC Service Arrangements (NSA/NRA) Rules  
Tariff

Escondido	National City	Santa Fe Springs
Fontana	Norco	Simi Valley
Fountain Valley	North Hollywood	South Gate
Fresno	Northridge	Sylmar
Fullerton	Norwalk	Temecula
Garden Grove	Oakland	Torrance
Gardena	Ocean Beach	Tustin
Glendale	Oceanside	Twenty Nine Palms
Harbor City	Ojai	Ventura
Hawaiian Gardens	Ontario	Vernon
Hawthorne	Orange	Whittier

WASHINGTON

Auburn  
Bellevue  
Bellingham  
Camas  
Everett  
Fife  
Kent  
Longview  
Portland  
Renton  
Seattle/Tacoma  
Tacoma  
Tukwila  
Vancouver  
Woodinville

## OREGON

Beaverton

Hillsboro

Tigard

Tualatin

Wilsonville

## NEVADA

Las Vegas

Reno

### 4. Equalized Ports

SEA-Seattle, WA and TCM-Tacoma, WA

LAX-Los Angeles, CA, LGB-Long Beach, CA, & SPQ-San Pedro, CA

JFK-New York, NY and EWR-Newark, NJ

BUS - Busan, Korea and PUS - Pusan, Korea

HAM-Hamburg, Germany - BRV-Bremerhaven, Germany

LHR -London, TIL -Tilbury, 1RQ -London Gateway, THP -Thamesport"

## 2. APPLICATION OF RATES AND CHARGES FOR INBOUND USA CARGO

Rates apply to the transportation of General Commodities loose or in containers, provided in the sub-rules below:

The Carrier shall if requested, act as Shipper's Agent for import traffic covered by the Carrier's Bill of Lading and arriving at a United States Port and use its best efforts to engage a competent domestic inland carrier beyond to the to the ultimate destination in the interior of the United States specified by

the Shipper. As part of such undertaking, the Carrier shall accept and execute on behalf of Shipper at the Arrival Port, as Shipper's Agent, appropriate domestic inland Bills of Lading to cover the transportation of the goods from the Carrier's Point of Discharge at the United States Port to the interior destination designated by the Shipper. The Carrier shall further, as a part of such undertaking, execute at the Arrival Port on behalf of the Shipper, as Shipper's Agent, any and all documentation required to clear the cargo for movement by inland common carrier from the arrival port.

Carrier can charge these services if it so chooses. Depending on the nature and scope of the agency services, a separate fee may be assessed by the carrier.

At the carrier's discretion, no separate charge shall be assessed as compensation for the Carrier's Shipper's Agent services in connection with cargo moving under the Carrier's Bill of Lading at rates named in this Tariff.

#### APPLICATION OF RATES FOR OUTBOUND USA CARGO

Except as otherwise provided, rates quoted herein are in United States currency.

Whenever freight charges are assessed on a weight or measurement basis, the freight will be computed on the weight or measurement of the individual packages, whichever produces the greater revenue.

When extending the freight charges on the Bill of Lading the total measurement at each rate may be rounded out to even cubic feet by dropping less than one-half (+) cubic foot and increasing one (1) cubic foot for one-half (+) cubic foot and over.

When cargo is offered to carrier in containers as described in Rule 24, rates will apply from a point of rest in the CY and are subject to any delivery charges stated in this tariff or not concerning containerized cargo.

When cargo is offered to carrier in containers and delivered to carrier's CFS for stuffing, rates will apply from point of rest in CFS immediately adjacent to tailgate of delivery truck and include charges incidental to receiving such cargo, but is subject to CFS stuffing and delivery charges .

Any extra charges related to CY or terminal operations may be passed on to shipper or consignee at the carrier's discretion

2- 1

#### A. GENERAL APPLICATION FOR INBOUND USA CARGO

- 1) Except as otherwise provided for Less than Container Load Service rates apply on cargo delivered to Carrier's Terminal for delivery to Ports designated in Rule 1.
- 2) Transportation performed under provisions of this tariff for which rates are provided must be in accordance with Carrier's through Bill of Lading (See Rule 8).
- 3) Descriptions of commodities on all copies of Bills of Lading determine the rates applicable. Verification of Bills of Lading description shall be by comparison with Customs Declaration or Entry. Commodity descriptions may be corrected in event of mis-declaration only when supported by Customs Declaration or Entry. Trade Names are not acceptable commodity descriptions and Consignors are required to declare their commodities by their generally accepted common names.
- 4) Rates apply only to commodities named and cannot be applied to analogous articles. Unless a specific commodity rate provided, the generic N.O.S. or Cargo N.O.S. or Hazardous Cargo N.O.S. rate must apply.
- 5) Rates based on a specified minimum tonnage also apply on commodities of a lesser quantity than that specified, provided the revenue does not fall below the amount that would accrue to the Carrier at the applicable rates based on the specified minimum tonnage.
- 6) If any individual package within the container contains articles subject to different rates, the rate on such individual package or packages shall be calculated at the rate applying on the highest rated commodity contained within the package.
- 7) Rates do not apply on bulk or liquid shipments unless otherwise specifically provided in commodity rate item.
- 8) Wherever rates are provided for articles, the same basis also applies on parts of such articles where so described on the Bill of Lading, except where specified rates are provided on such parts.
- 9) Rates do not include marine insurance or any other class or type of insurance. Carrier may provide marine insurance if requested by Consignor.

2-2

- 1) Where rates are published on a weight ton/Per 1000 Kilograms (WT) or measurement /Per Cubic Meter (M) basis, the basis producing the greatest revenue to the Carrier shall be applied. Except as otherwise provided, the application of gross weight and/or measurement shall be determined as follows:



a. Rates based on a weight (W) basis shall be computed on the gross weight of the shipment. No allowance shall be made for the weight of the package or packaging.

2) W =Per Kilogram for LCX Shipments only.

b. Rates based on a cubic measurement (M) basis shall be computed on the total cubic density of the shipment or the gross or overall cubic measurement of the individual pieces or packages (See paragraph "d" below).

c. Rates based on the cubic measurement of odd size and outsize shipments such as aircraft parts, structural steel objects or construction machinery, shall be measured and computed on the dimensions as they would stow or be loaded into Carrier's Containers. Carrier reserves the right to file rates for each individual piece or project. All additional charges relating to terminal and ship operations shall be billed to shipper or consignee depending on terms of sale at the carrier's discretion.

d. Cubic measurement for individual pieces or packages shall be computed in accordance with the following rules:

1. All fractions under one-half centimeter are dropped.
2. All fractions over one-half centimeter are extended to the next full centimeter.
3. Where there is a fraction of exactly one-half centimeter in one dimension, it shall be extended to the next full centimeter.
4. Where there are fractions of exactly one-half centimeter in two dimensions, the one in the smaller dimension shall be extended to the next full centimeter and the other dropped.
5. Where there are fractions of exactly one-half centimeter in three dimensions, those in the largest and smallest dimensions shall be extended to the next full centimeter and the other dropped.
6. Where the total cubic measurement of the shipment contains a fraction of a cubic meter, such fractions when under one-half cubic meter are dropped.
7. Where the total cubic measurement of the shipment contains a fraction of a cubic meter, such fractions when over one-half cubic meter shall be extended to the next cubic meter.

MEASUREMENT FOR OUTBOUND USA CARGO

Whenever freight rates are to be based on the actual overall measurement of each package or other freight unit, they shall be computed with the understanding that Cubic Meter Tons shall be shown on Bills of Lading with fraction up to 2 places of decimals .

In determining the cubical contents of any irregular piece or package the three greatest dimensions shall be measured.

In determining the cubical contents of barrels, casks, kegs, and drums, the measurements are to be taken on the square of the bilge. In determining rate to be applied where weight rate is predicated on the measurements per ton, the actual fractions shall be used, to compute the measurements. In measuring pipe, the extreme outside measurement of the largest end must always be used.

Lifting eyes, installed on units by the shipper for the purpose of lifting, lashing and/or securing them for ocean transportation, shall be included in the measurements.

#### WEIGHTS FOR OUTBOUND USA CARGO

1) Whenever freight charges are assessed per ton of 1000 Kilograms (WT), freight charges shall be computed on the gross weight of the individual pieces or packages.

2) W = Kilogram will be used for LCX shipments only."

#### 2- 3

1) Quotations (period of validity). Rates may be quoted for upcoming shipments, but quotations are only valid for thirty days and shipments will be subject to tariff rate in effect at time of shipment as per Rule 3.

#### 2- 4

1) Currency Adjustment Factor Rule - Except as otherwise provided, all rates and charges are quoted in U.S. Currency and determined with due consideration to the relationship of U.S. Currency to other involved Currencies. Carrier reserves the right to adjust rates and charges upon publication in conformity with the Shipping Act of 1984 to remove the adverse effect of any material change in this relationship.

#### 2-5 SPECIAL APPLICATIONS FOR INBOUND USA CARGO

1) Loose Cargo for which rates may be provided.

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

2) Container cargo for which rates provided.

Rates apply on cargo loaded for carriage to Carrier's Destination Terminals where container removed by Consignee or his Agent or unloading elsewhere, all in accordance with Rule 23.

## 2-6 EXPIRATION AND EFFECTIVE DATES

1) All rates, rules and charges that bear an expiration date will expire at 2400 hours on the date of expiration. Rates, rules and charges that bear an effective date will become effective at 0000 hours United States Pacific Time, on the effective date.

2) The determination of the applicable rates, rules and charges will be governed by the date a shipment is actually received by carrier.

## 2-7 CARGO DISCHARGED AT OTHER THAN BILL OF LADING PORT FOR INBOUND USA CARGO

The Carrier may, at its option, discharge cargo at a terminal port other than the port named in the ocean Bill of Lading, and arrange, at Carrier's expense, for movement, via-rail, truck or water of the shipment from port of actual discharge to the following:

A. To Carrier's terminal dock at port of destination declared on the Bill of Lading. In the case of cargo which has been entered through customs at the port of discharge, the ocean carrier may forward such cargo direct to a point designated by the consignee provided the consignee pays the costs which he would normally have incurred either by rail, truck or water, the cargo had been discharged at the terminal port named in the ocean Bill of Lading, or;

B. To the terminal of the bonded on-carrier nearest to the port of destination declared on the ocean carrier's Bill of Lading in the case of cargo which has not been entered through Customs at port of discharge.

## 2-8 DIVERSION OF CARGO FOR INBOUND USA CARGO

If the Carrier at its option allows the discharge of cargo at a port other than the Bill of Lading port at request of shipper or consignee, a diversion charge, as per underlying carrier's tariff will be assessed to both LCL cargo and full container load cargo. In addition, Expeditors reserves the right to assess an administrative fee for managing the diversion. This amount may be up to \$1000.00 per bill of lading as per customer agreement.

(A) A fee for re-issuance of Bill of Lading which, if applicable, will be charged separately from administrative diversion fees.

(B) All extra costs incurred for diversion of cargo, include but not limited to re-stowage, re-positioning, load or discharge costs, detention and/or demurrage costs, or inland haulage shall be for the account of the cargo and/or the party requesting the diversion, to be paid in full prior to release of cargo.

(C) Cargo will be re-rated and billed based on the diverted shipment in accordance with the governing tariffs, and/or service contract if applicable, at the time of shipment.

(D) A shipment may be diverted only once.

(E) Diversion of cargo only applies to full Bill of Lading quantities or full container loads only.

Diversion request must be made 48 hours prior to vessel arrival at port based on written instructions from shipper or consignee. Diversion requests made less than 48 hours are subject to Corporate approval.

If diversion is effected to a port to which the rate is other than that assessed, carrier will adjust freight charges to the rate applying to such port.

#### DIVERSION OF CARGO FOR OUTBOUND USA CARGO

If the Carrier at its option allows the discharge of cargo at a port other than the Bill of Lading port at request of shipper or consignee, a diversion charge, as per underlying carrier's tariff will be assessed to both LCL cargo and full container load cargo. In addition, Expeditors reserves the right to assess an administrative fee for managing the diversion. This amount may be up to \$250 per bill of lading as per customer agreement.

- (A) A fee for re-issuance of Bill of Lading which, if applicable, will be charged separately from administrative diversion fees.
- (B) All extra costs incurred for diversion of cargo, include but not limited to re-stowage, re-positioning, load or discharge costs, detention and/or demurrage costs, or inland haulage shall be for the account of the cargo and/or the party requesting the diversion, to be paid in full prior to release of cargo.
- (C) Cargo will be re-rated and billed based on the diverted shipment in accordance with the governing tariffs, and/or service contract if applicable, at the time of shipment.
- (D) A shipment may be diverted only once.
- (E) Diversion of cargo only applies to full Bill of Lading quantities or full container loads only.

If diversion is effected to a port to which the rate is other than that assessed, Carrier will adjust freight charges to the rate applying to such port.

Diversion request must be made 48 hours prior to vessel arrival at port based on written instructions from shipper or consignee. Diversion requests made less than 48 hours are subject to Corporate review.

#### 2-9 HOUSEHOLD GOODS AND PERSONAL EFFECTS FOR INBOUND USA CARGO

1. When freight is payable to the ocean carrier by a commercial household goods carrier with offices and/or representative offices in the USA and such party is shown on the Bills of Lading the party responsible to the ocean carrier for payment and charges, then the Bill of Lading originals may be released on a ""collect"" basis.
2. When freight and charges are not payable as in (1) above, then the Bill of Lading originals will not be released until all freight and original charges have been prepaid to the carrier.</P>

## 2-10 LIMIT OF CARRIER'S LIABILITY FOR INBOUND USA CARGO

The liability of the Carrier on 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.

## LIMIT OF CARRIER'S LIABILITY FOR OUTBOUND USA CARGO

The liability of the Carrier on the value of shipment at the rates herein provided, shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.

## 2-11 LOOSE GARMENTS ON HANGERS

A. Carrier will accept loose garments on hangers for shipment in containers as CY cargo only with special hanger fittings provided by the carrier, but shippers must provide their own hangers and other materials necessary to the packing of containers. Shippers may pack both loose garments and other commodities in the same container.

B. Shipper will load loose garments on hangers from front of container and in instances wherein such commodity does not occupy all useable inside space, shipper will provide a barrier separating loose garments on hangers and other commodities packed in the container.

C. In the event only partial space is occupied by loose garments on hangers, cubic measurement of space so occupied will be determined by measuring the distance from the barrier to the rear of the container, calculating the cubic measurement and deducting that measurement from the total inside cubic measurement. Freight on loose garments on hangers shall be assessed at 85% of the space so calculated.

When loose garments in container consists of more than one commodity, freight charges will be pro-rated on the actual number of each type of garments loaded with the assessable space.

EXAMPLE: 500 Garments in space occupied: 100 cotton; 250 synthetic and 150 leather

Freight as follows:

A. Total Assessable Space -- 20 M3

B. Cotton Garments will be rated at 20 M3 x 100/500 x Applicable Rate

D. Freight on any packaged goods loaded in front of barrier with hanging garments will be assessed at actual measurement at applicable rate.

E. Freight on packaged goods loaded to the rear of barrier will be assessed at actual measurement at applicable rate.

F. The total measurement of all goods shall not exceed 100 percent of the total inside cubic capacity of the container.

G. For the purpose of applying this rule, the total inside cubic capacity of the container shall be:

SIZE OF CONTAINER	INSIDE CUBIC CAPACITY
-------------------	-----------------------

8' x 8'6"" x 20'	33.41 CBM
8' x 9'6"" x 40'	67.88 CBM

H. If shipper or consignee provides written instructions for carrier to build or modify a structural piece of equipment to handle G.O.H., carrier assumes no responsibility for the structural integrity of the hanging garment structure or modification."

## 2-12 MARINE INSURANCE

The marine insurance for cargo or any other class or type of insurance is not included in the carrier's rates and coverage. If required, it must be obtained by either the shipper, consignee or their agents."

## 2-13 PER CONTAINER RATES FOR INBOUND USA CARGO

Shipments moving under Per container rates will only apply on one commodity indicated in the rate section of this tariff unless otherwise stipulated. Shippers may not mix different commodities in one container unless specific mixed commodity rates are provided.

Per container rates will apply only and specifically PER CONTAINER, and will not apply to any overflows tendered to carrier. Overflow portions will be subject to all other rules and regulations and charges named in this tariff.

Multiple container rates will be applied only to shipments that meet the above Requirements and apply where the number of containers is indicated by the specific commodity item.

Cargo moving at PER CONTAINER RATES, specifically will be assessed the ocean freight charges based on the local rates published in this tariff and collected prior to release.

## CONTAINER RATES FOR OUTBOUND USA CARGO

Unless otherwise specified all per container rates are applicable CY/CY only.

## 2-14 BOOKING REQUIREMENTS FOR OUTBOUND USA CARGO

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

2. Except as otherwise specifically provided for herein, no bookings shall be made for a period in excess of sixty (60) days currently.

## 2-15 ACCESSORIAL CHARGES NOT INCLUDED IN TARIFF FOR INBOUND USA CARGO

1. Rates provided herein do not include tolls, loading or unloading of rail cars or floating equipment or trucks, switching of rail cars, lighterage, transfer, storage, rail car demurrage, craning or any other accessorial charges, except as otherwise provided in this tariff. Any charges incurred will be for the account of the cargo.

2. Rates do not include any Custom charges, duties or related taxes, or any charges from Port Authority tariffs.

#### 2-16 ACCEPTANCE OF CARGO FOR INBOUND USA CARGO

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

#### 2-17 DRY BULK CARGO IN CONTAINERS FOR INBOUND USA CARGO

Dry bulk cargo in containers fitted with inside Linerbags shall be governed by the following conditions, including all other container shipment rules and regulations, except as otherwise provided. Such cargo shall be assessed specific rates as designated against tariff items bearing the notation ""In Linerbags""

1. Consignors must supply and install the inside linerbag at own risk and expense. If Carrier supplies the container, Linerbag must meet its standards.
2. Consignor must load and Consignee to unload the cargo at own risk and expense away from Carrier's Terminal.
3. Consignee must remove empty Linerbag after unloading cargo. Non-compliance results in Linerbag removal by Carrier at an additional charge of \$150.00 per Linerbag.
4. Carrier's Liability shall be limited to \$500.00 with respect to the entire contents of each container.
5. Carrier assumes no liability for damage to cargo resulting from faulty Linerbags or their faulty installation. Carrier also assumes no liability for improper loading or unloading of bulk cargo.
6. Carrier may supply necessary grain doors if Carrier supplies the container and at expense of cargo.

#### 2-18 BULK LIQUIDS IN INTERMODAL TANK CONTAINERS FOR INBOUND USA CARGO

Bulk liquid cargo shipped in intermodal tank containers shall be governed by the following conditions, including all other applicable container shipment rules and regulations, except as otherwise provided. Such cargo shall be assessed specific rates as designated, unless otherwise stated, against tariff items bearing the notation ""In Intermodal Tank Containers"".

1. Acceptance of intermodal tank containers by Consignor shall thereupon relieve Carrier of all responsibility for any damage to the goods carried in that container resulting from the container condition used or commodity transported in it.

2. Consignee must clean the intermodal tank container sufficiently to remove all trace of commodity shipped therein to the satisfaction of Carrier after delivery of loaded intermodal tank containers to Consignee. Bills of Lading, shall be so claused. Carrier shall bill consignee the actual cost of necessary cleaning of intermodal tank container if Consignee fails to comply with this requirement.

#### 2-19 CONTAINERS (LOADED) WITH CARGO FOR INTERIOR DESTINATION FOR INBOUND USA CARGO

Loaded containers and trailers containing cargo imported into the United States may, subject to interchange acceptance by the domestic inland rail or motor carrier, continue through the arrival port to the interior destination in the United States or Foreign country specified by the shipper. After interchange to the domestic inland rail or motor carrier, such containers shall be considered to be equipment of the carrier, and subject to the detention and demurrage rules, provisions, and practices of such inland carrier as set forth in its tariffs.

#### 2-20 DOCUMENTATION REQUIREMENTS FOR INBOUND USA CARGO

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

#### 2-21 BILLS OF LADING PROVISIONS FOR INBOUND USA CARGO

Cargo must be accepted and carried on the terms and conditions of Carrier's Bill of Lading in force at the time the cargo is received by the Carrier as per Rule 3.

#### 2-22 INSPECTION OF CARGO BY UNITED STATES GOVERNMENT AGENCIES FOR INBOUND USA CARGO

When cargo must undergo inspection by United States Customs, Agricultural Department, Food and Drug Administration or other authorized Government Agency, such inspections shall be at the risk and expense of the cargo. All expenses paid or billed through Carrier for these inspections shall be charged to the cargo, including any and all associated fees, charges, administrative costs or loading, stripping, or transfer fees, shall be charged to the cargo, if required .

#### 2-23 ADVERTISING MATTER FOR INBOUND USA CARGO

Advertising matter may be shipped with goods it advertises the rate applying on such goods, whether in the same package or container or in a separate container when accompanying the goods.

#### ADVERTISING MATTER FOR OUTBOUND USA CARGO

Not Applicable.

#### 2-24 REFUSED OR UNCLAIMED FREIGHT FOR INBOUND USA CARGO

Except as otherwise provided, all freight which Carrier after diligent effort may be unable to deliver within 48 hours from the time of notification of its arrival given personally by telephone or deposit of postal card in the United States Mail, properly addressed to party shown on shipping Receipt, will be



held as unclaimed and Carrier's liability thereafter becomes that of a warehouseman. Carrier reserves the right after notification to Consignor to place such freight in public storage at which time Carrier's liability terminates. All charges accrue for the account of Consignor or Consignee.

Consignor shall be notified at his expense when perishable shipments refused or unclaimed at destination. If disposition not furnished promptly, or if freight stands likely to be damaged or deteriorate by delay, shipment will be sold. All freight charges will be paid out of amount realized from forced sale and the balance, if any, will be remitted to the owner of the goods. Perishable shipments will not be returned to the Consignor, except on his specific instruction.

#### 2-25 TRANSFER OF CARGO FOR CARRIER'S CONVENIENCE FOR INBOUND USA CARGO

Import cargo arriving at a Port and destined to move in through container service by domestic inland rail or motor carrier to an interior Point, may be unloaded by Carrier and loaded into the equipment of the domestic inland rail or motor carrier at the arrival port, in case of accident, emergency, or other event preventing interchange of the ocean container to the domestic inland carrier. Such transfers, when required, shall be for the Carrier's convenience and the cost thereof shall not be assessed against the cargo.

EXCEPTION: If carrier so notifies shipper and consignee that equipment is not available beyond its port operations, carrier can bill reasonable and customary charges for the transfer of the products, plus the adjusted intermodal costs.

#### 2-26 ADVANCE CHARGES FOR INBOUND USA CARGO

Consignor's Advance Charges on Bills of Lading for collection from Consignee accepted, cover carrying and other legitimate expenses to Carrier's Terminal at Origin Port. Such Advance Charges accepted without Carrier's responsibility, however, and at full risk of Consignor at all times. Such charges can be shown in U.S. Dollars.

#### 2-27 MIXED SHIPMENTS FOR INBOUND USA CARGO

When two or more commodities are shipped at one time by one Consignor to one Consignee at one destination on one Bill of Lading as a mixed shipment, the charges on the shipment shall be determined as follows:

1. When two or more commodities for which different rates are provided in this Tariff are shipped as mixed shipment without actual weights and/or measurements being obtainable for each commodity, the entire shipment shall be computed at the rate applicable to the highest rate applicable to the highest rated commodity in the shipment.
2. Except as provided in Paragraph 3 below, when two or more are included in the same shipment and separate weights and/or measurements are furnished or obtainable, the rate to apply on each commodity shall be the rate which would apply if such commodity were tendered as a straight shipment weighing and/or measuring the same as the aggregate weight and/or measurement of the mixed shipment.
3. Considering such commodities as if they were divided into two or more separate shipments if lower applicable charges result.

4. The minimum weight and/or measurement for the entire shipment shall be the highest minimum applicable in connection with any rate as provided in Paragraph 2 above. Any deficit shall be charged for at the highest rate applicable to any commodity in the shipment.

5. The weight and/or measurement for any portion of the shipment subject to rates as provided in Paragraph 3 above may be used to make up the required minimum weight and/or measurement.

#### MIXED SHIPMENTS FOR OUTBOUND USA CARGO

Packages containing more than one commodity shall be charged at the rate of the highest rated commodity contained therein.

#### 2-28 MULTIPLE DESTINATION SHIPMENTS FOR INBOUND USA CARGO

More than one shipment may be received from one consignor at one point of origin on one day and all such shipment shall be aggregated and considered as a single shipment only for the purposes of meeting the minimum usage requirements in connection with Rate Items of this Tariff. The rate applied shall be the rate applicable to each single port of Destination at the actual weight and/or measurement of each shipment without regard to minimum usages in connection with Rate Items of this Tariff.

#### 2-29 PRO-RATA RATING OF CARGO FOR MIXED CONTAINER LOADS (NOT APPLICABLE TO CFS CARGO)

Except as otherwise specifically published in individual tariff items shipments in containers comprising two or more commodities in one container for which per container rates are published will be rated as the sum of the pro-rata shares of each per container rate according to the number of weight tons or cubic meters (whichever is greater) of each commodity.

#### 2-30 CLAIMS AND SUITS FOR INBOUND USA CARGO

Any claim against Carrier for any loss, damage, delay or non-delivery of goods (See Rule 20 for Overcharge Claims) shall be given to Carrier or its Agent in writing before removing goods from Carrier's custody. If loss or damage is concealed, a notice must be given within three (3) days of the delivery. In case of non-delivery, notice must be given within thirty (30) days after the time when goods scheduled for delivery. If written claim is not given, Carrier shall be considered prejudiced thereby and shall be discharged of all liability therefore which discharge may be pleaded in and constitutes a defense to any suit or proceeding that may be brought against Carrier. Carrier shall also be discharged from all liability for loss, damage, delay, non-delivery or other matters pertaining to goods unless suit or appropriate proceeding is brought within one (1) year after delivery of goods at the date when goods scheduled for delivery.

#### CLAIMS FOR ADJUSTMENT FOR OUTBOUND USA CARGO

Claims for adjustments of freight charges, if based on alleged errors in description weight and/or measurement will not be considered unless presented to the Carrier before the shipment leaves the custody of the Carrier.

Any expense incurred by the Carrier in connection with the investigation on the claim shall be borne by the party responsible for the error, or if no error be found, by the claimant.

For the purpose of uniformity in handling claims for excess weights or measurement, refunds will only be considered as follows:

#### EXCESS MEASUREMENT

Where an error has been made by the dock in calculation of measurement.

Against re-measurement made at Port of Loading prior to ship's departure.

Against re-measurement made by official measurers named by the Carrier at Destination.

#### EXCESS WEIGHTS

Upon submission of certified public weighers certificates at Port of Lading.

Against reweighing by official weighers named by the Carrier at destination.

#### 2-31 WAR RISK

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

#### 2-32 OVERFLOW FOR INBOUND USA CARGO

If Consignor/Consignee tenders one shipment of LCL cargo on same vessel, from same origin to same destination, so that total ocean freight amount exceeds published twenty-foot or forty-foot container rate. Then the Bill of Lading will be rated at the per container basis, up to 27CBM per twenty-foot container and up to 54CBM per forty-foot container. For any volume exceeding this, overflow rating will apply.

If a twenty-foot or forty-foot rate is not in effect, cargo will be rated at LCL rate per Rule 3.

#### 2-33

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

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

Deferred Service: Economy demands lowest rate regardless of transit time or service availability. No guarantee of space or frequency of sailing will be provided.

Unless otherwise noted, all rates are ""Standard Service""

2-34

Rates that are not published will be calculated from published rates. If a 40-foot rate is published, it will be used to calculate rates for other sizes. Otherwise, the next available rate will be used, following the order (20-foot, then 40 High Cube, then 45-foot) and corresponding ratios:

20' = 40' x 90%

40'HQ = 40' x 112.5%

45' = 40' x 126.6%

Rates will be rounded up to the nearest \$5.00 increment.

2-35

#### EXAM FEES

All Customs Exam Fees incurred because container was detained by US Customs for devanning, inspection and reloading are for the account of the cargo.

2-36

#### Submission of Cargo Declaration Data.

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 in the 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 submit the following information regarding such cargo to Carrier in writing (including by electronic transmission) not later than 72 hours prior to the cutoff time for the delivery of cargo to be loaded on the vessel as set forth on Carrier's sailing schedule.

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 such as ""FAK,"" ""General Cargo,"" ""Chemicals,"" ""Foodstuffs,"" and ""Said to Contain"" are NOT acceptable descriptions.

2. Shipper's complete name and address, or the identification number issued to the shipper by the 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. 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. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, published a valid and effective tariff, and posted the required financial security with the FMC.

1. Notice of Status. Each NVOCC that will file cargo declaration information with the Customs Service either directly or through a third party vendor shall, prior to the first time it books cargo with the Carrier,

notify the Carrier in writing that it will submit the cargo declaration information to the Customs Service and indicate whether it will do so directly or through a third party vendor. If the NVOCC will use a third party vendor, the written notification shall include the name, address and contact information for the vendor.

2. Second Notify Party. Any FMC-licensed or registered NVOCC with a Customs bond that tenders cargo that will be on board a vessel when it calls in the United States and provides the required cargo declaration data for that cargo directly to the Customs Service shall identify the Carrier as "Second Notify Party" in the data submitted to the Customs Service. Until such time as Carrier informs the NVOCC that the identification of Carrier as Second Notify Party permits the Carrier to ascertain which cargo may be loaded, the NVOCC shall be required to provide the certification described in subparagraph B(3) below.

3. Certification; Advice of "Hold" Notices. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph B(2) 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, prior to the specified manifest information cut-off time set forth in paragraph A 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. In addition, all such NVOCCs shall advise Carrier's origin office immediately (but in no event later than the loading of the cargo) of any "hold" notice the NVOCC receives from the Customs Service.

4. NVOCC Co-Loading. For purposes of this subparagraph B(4), 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 and it shall comply with subparagraph B(2) and/or B(3) above. 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 B(3) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

5. In the event an NVOCC requests a booking of consolidated shipments in one or more containers, Carrier will require cargo declaration information as defined above for each of the individual shipments therein.

6. All NVOCCs shall be subject to Paragraphs C and D of this rule.

C. 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 therein; or (ii) the certification required by paragraph B 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 attorneys' fees) incurred in connection with such legal action.

D. Indemnification of Carrier. If Carrier is assessed a civil penalty or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, NVOCCs and their agent(s) that failed to provide the information required by this rule and/or by the regulations of the U.S.

Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by the Carrier as a result of the denial of permission to unload 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 attorneys' fees) incurred in connection with such legal action.

#### 2-37 APPLICATION OF RATES AND CHARGES - CURRENCY CONVERSION (RATES OF EXCHANGE)

Carrier may accept payment of tariff rates and charges in U.S. Dollars or other freely convertible currency acceptable to the Carrier which has been agreed with the Carrier in advance. Otherwise payment will be in the common currency of the payer's country.

Contingency Clause: When Rates and charges are quoted in U.S. Currency, they 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, carriers reserve the right to adjust the rates and charges required to remove the adverse effect."

#### 2-38 IMPORTER SECURITY FILING

Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded/unloaded due to late, missing, or inaccurate Importer Security Filing (ISF 10 or ISF 5), including but not limited to inspection, segregation, storage, re-delivery costs, equipment usage, and vessel delay penalties, 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 attorneys' fees) incurred in connection with such legal action.

#### 2-39 BOOKING CANCELLATION FEE OR CONTAINER NO SHOW FEE FOR INBOUND USA AND OUTBOUND USA CARGO

If the underlying carrier assesses a booking cancellation fee or container no show fee as per their tariff, for requested services that are later cancelled, Carrier at its option may assess shipper, consignee or their agent the same.

#### 2-40 CHANGE OF MODE FOR INBOUND USA CARGO

Where the Merchant requests that a particular mode of transportation be used, Carrier, at its discretion may accommodate this request. All additional cost above what Carrier would have incurred had the choice of mode been via Carrier's preferred method is for the account of the cargo and will be invoiced in addition to the existing freight rate on the bill of lading.

#### CHANGE OF MODE FOR OUTBOUND USA CARGO

Where the Merchant requests that a particular mode of transportation be used, Carrier, at its discretion may accommodate this request. All additional cost above what Carrier would have incurred had the choice of mode been via Carrier's preferred method is for the account of the cargo and will be invoiced in addition to the existing freight rate on the bill of lading.

### 3 RATE APPLICABILITY RULE

In foreign commerce, the tariff rates, Tariff Rules and charges applicable to a given shipment must be those published and in effect on the date the cargo (i.e. full bill of lading quantity) is received by the common carrier or its agent (including originating carriers in the case of rates for through transportation)."

### 4 HEAVY LIFT

Carrier reserves the right to calculate individual charges for an out of gauge or heavy weight cargo at the carrier's sole discretion.

### 5 EXTRA LENGTH

Carrier reserves the right to calculate individual charges for out of gauge or extra length cargo at the carrier's sole discretion.

6 Freight shall be allowed to move under a minimum bill of lading charge as per agreement with beneficiary cargo owner. If there are multiple shipments laden on board the same vessel for the same consignee, freight may be allowed at less than the minimum bill of lading charge as per mutual agreement between the carrier and beneficiary cargo owner.

### 6-4 MINIMUM BILL OF LADING CHARGES RATING

The above minimum charges from one Bill of Lading apply to freight rates only and are subject to the additional charges or surcharges set forth in this tariff.

### 7 PAYMENT OF FREIGHT CHARGES FOR INBOUND USA CARGO

#### 7-1 WHEN FREIGHT CHARGES ARE ""PREPAID (See Note)

#### JAPAN

Prior to issuance of Bills of Lading, Carriers must receive payment of freight and charges in U.S. Dollars or in Japanese Yen based on the highest (Numerical) telegraphic transfer selling rate of exchange (TTS) for U.S. Dollars as Quoted by the bank of Tokyo on:

1. The day before receipt of full Bill of Lading quantity of cargo at CY/CFS, TRC transit shed and location designated the port area for receipt of transshipment cargo, when ""Received"" Bills of Lading, without on board date notation, are first issued (whether or not subsequently endorsed ""on board""), or
2. The day before vessel's arrival when ""Shipped on Board"" Bills of Lading are issued.

TAIWAN - Payment in Taiwan Currency with full convertibility to the amount due in U.S. Currency required accompanied by the bank of Taiwan.

NOTE: Prepayment of freight means payment at origin, port of loading, or elsewhere in currency convertible to U.S. Currency in exchange for Bill of Lading. Freight collect is payable in U.S. Currency.



7-2 PAYMENT OF FREIGHT CHARGES FOR OUTBOUND USA CARGO

All rates and charges specified in the Tariff are in U.S. Dollars, unless otherwise specifically shown and must be prepaid in United States in U.S. Dollars or collected at destination in U.S. Dollars or local currency, provided it is freely convertible and remittable. In the event that the local currency is not freely convertible and remittable this provision will not apply and freight charges must be prepaid in the United States in U.S. Dollars. When payment is made in other than U.S. Dollars the conversion shall be effected at the highest official U.S. Dollar selling rate of exchange valid on the third business day prior to the vessel's arrival date at the first port of discharge in the country of destination as shown on the Bill of Lading.

EXCEPTION: FREIGHT COLLECT AT TAIWAN PORTS

Freight and charges may be paid in Taiwan currency provided that Taiwan currency is freely convertible and remittable. The exchange rate conversion of the Taiwan currency is to be based on the average rate of selling and buying as announced at 0900 a.m. by the Foreign Currency Exchange Center one (1) business day prior to vessel arrival at the first port in Taiwan. If Taiwan Currency is not freely convertible and remittable this provision will not apply and freight and charges must be prepaid in the United States in accordance with the prepaid provision as specified in paragraph A of this Rule.

8-1 BILL(S) OF LADING

A. The Bill of Lading must show the name and address of both the consignor and the consignee; and on shipments consigned ""to order"" the name and address of the party to be notified must also appear.

B. Consignors requiring that original Bill of Lading properly endorsed be surrendered to carrier before delivery must secure an Order Bill of Lading.

C. If Order Bill of Lading has been lost, delayed or otherwise not immediately available, carrier at its option may deliver shipment to a party claiming in writing to be lawfully entitled to possession property upon security in the form of:

1. Currency or Bank Cashiers Check in the amount equal to 125 percent of the invoice value of the property; or at carrier's option.
2. A bond of indemnity with corporate security duly authorized to write surety bonds, in an amount equal to twice such invoice value."

8-2 DEFINITIONS AND RULES OF CONSTRUCTION.

(a) As used in this Bill of Lading:

“Carriage” means the whole of the carriage, handling and storage of Goods, and other operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

“Carrier” means the company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed together with Expeditors International of Washington, Inc. and its subsidiaries.

“Charges” includes freight, dead freight, demurrage, detention, and all expenses and other money obligations incurred and payable by the Merchant with respect to the Carriage or otherwise under the applicable tariffs or this Bill of Lading.

“COGSA” means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936, as amended and recodified from time to time.

“Container” includes any container, trailer, transportation tank, lift van, flat, pallet, or any similar article of transport used to hold or consolidate goods.

“Goods” means the cargo described on the face of this Bill of Lading and, if the cargo is on, in or otherwise Stuffed into Containers supplied or furnished by or on behalf of the Merchant, includes the Containers.

“Governmental Authority” includes: all U.S. and foreign national, federal, state, local, and other governments; government corporations, authorities, boards, commissions, ports, bodies, and entities; and all departments, ministries, agencies, bureaus, offices, and subdivisions of any of the foregoing.

“Hague Rules” means the provisions of the International Convention for Unification of Certain Rules Relating to Bills of Lading signed at Brussels on 25th August 1924.

“Hague-Visby Rules” means the Hague Rules as amended by the protocol signed at Brussels on 23rd February 1968.

“Harter Act” means 46 U.S.C. § 30702, et seq., as amended and recodified from time to time.

“Herein,” “hereof,” and “hereto” are references to this Bill of Lading.

The terms “include,” “including,” and similar terms shall be construed as if followed by the words “but not limited to.”

“Law” means all present and future laws, statutes, codes, rules, regulations, ordinances, rules of law, principles of law, orders, decrees, judgments, directives or the equivalent, and all international conventions and treaties to the extent applicable by the terms of this Bill of Lading, including without limitation the SOLAS Rules.

“Merchant” includes the shipper, the consignor, 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, or any Person acting on behalf of any of the above mentioned Persons. If more than one Person is a “Merchant” under this Bill of Lading, then all of Merchant’s representations, warranties, covenants, indemnities, agreements, consents, and waivers under this Bill of Lading shall be joint and several, but Carrier may exercise its rights and remedies upon the breach or default by any one

Person constituting the Merchant (with or without exercising rights or remedies against the Goods, any other property, or any other Person).

## 1. DEFINITIONS AND RULES OF CONSTRUCTION.

(a) As used in this Bill of Lading:

“Carriage” means the whole of the carriage, handling and storage of Goods, and other operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

“Carrier” means the company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed together with Expeditors International of Washington, Inc. and its subsidiaries.

“Charges” includes freight, dead freight, demurrage, detention, and all expenses and other money obligations incurred and payable by the Merchant with respect to the Carriage or otherwise under the applicable tariffs or this Bill of Lading.

“COGSA” means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936, as amended and recodified from time to time.

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“Law” means all present and future laws, statutes, codes, rules, regulations, ordinances, rules of law, principles of law, orders, decrees, judgments, directives or the equivalent, and all

international conventions and treaties to the extent applicable by the terms of this Bill of Lading, including without limitation the SOLAS Rules.

“Merchant” includes the shipper, the consignor, 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, or any Person acting on behalf of any of the above mentioned Persons. If more than one Person is a “Merchant” under this Bill of Lading, then all of Merchant’s representations, warranties, covenants, indemnities, agreements, consents, and waivers under this Bill of Lading shall be joint and several, but Carrier may exercise its rights and remedies upon the breach or default by any one Person constituting the Merchant (with or without exercising rights or remedies against the Goods, any other property, or any other Person).

“Participating Carrier” means any other carrier by water, land, or air, performing any stage of the Carriage, including inland carriers, whether acting as sub-carrier, connecting carrier, substitute carrier, and/or bailee.

“Particulars” includes all manner of details with respect to the Goods, including the exact description, weight, kind, nature, content, measure, gauge, quantity, quality, condition, marks, numbers, and value.

“Person” includes an individual, corporation, limited liability company, general or limited partnership, joint venture, association, trust, Participating Carrier, Governmental Authority, and any other type of organization or entity.

“Shipping Unit” means 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 irrespective of the weight or measurement unit employed in calculating freight charges, and includes the term “customary freight unit” as used in COGSA (where applicable by its own force or by agreement), and, otherwise, “unit” as used in the Hague Rules, the Hague-Visby Rules, or any national legislation adopting the Hague Rules or the Hague-Visby Rules.

“SOLAS Rules” means the requirements established under the International Convention for the Safety of Life at Sea, 1 November 1974, 1184 UNTS 3 as codified and amended from time to time, including any national legislation adopting SOLAS Rules and the amendment to regulation VI/2 (requiring the mandatory provision of the verification of the gross mass of packed containers and the Guidelines regarding the verified gross mass of a container carrying cargo (MSC.1/Circ.1475).

“Stuffed” includes filled, consolidated, packed, loaded, or secured, and references to “Stuffed” include placing in or on the relevant Container.

“United States” means the United States of America.

“Vessel” means the vessel named on this Bill of Lading and any other vessel, ship, barge, lighter, watercraft, or other means of transport which is or shall be substituted, in whole or in part, for such vessel.

(b) Words denoting the singular shall include the plural, and vice versa, and words denoting any gender shall include all genders; and captions of sections of this Bill of Lading are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provisions of this Bill of Lading. Whenever reference is made to Carrier's agreement, approval, or consent or to any arrangement involving Carrier, even if not specifically so stated, such agreement, approval, arrangement, or consent shall not be binding upon Carrier unless in writing and signed by a duly-authorized representative of Carrier, and Carrier may withhold such agreement, approval, arrangement, or consent in its sole discretion. All warranties by Merchant shall be construed to include representations of fact.

## 2. TARIFF

All applicable provisions of Carrier's tariffs that are published in accordance with the requirements of the Federal Maritime Commission or any other Governmental Authority are incorporated herein by reference. Copies of such provisions are obtainable from the Carrier upon request or from the relevant Governmental Authority with whom the tariffs have been filed.

3 OTHER AGREEMENTS. This Bill of Lading, together with terms set forth in Carrier's invoices and in Carrier's Application of Credit executed by Merchant supersede all agreements or engagements for the shipment of the Goods. All provisions of this Bill of Lading, whether written, typed, stamped, or printed, are accepted and agreed by the Merchant and shall be binding as fully as if signed by the Merchant, any local customs or privileges to the contrary notwithstanding. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory or other protection or exemption from or limitation of liability. If required by the Carrier, a signed original Bill of Lading duly endorsed must be surrendered to the Carrier or its agent at the Port of Discharge prior to the release of any Goods.

4 WARRANTY. Merchant warrants that in agreeing to the terms hereof he is, or is the agent of and has the authority of, the Person owning or entitled to the possession of the Goods or any Person who has a present or future interest in the Goods.

## 5 CARRIER RESPONSIBILITY – GENERAL PROVISIONS.

(a) If any portion of the Carriage is to or from the United States, or if Law other than United States Law is not compulsorily applicable, COGSA shall govern before loading and after discharge and during the entire time between the time the Goods are received from and redelivered to the Merchant, unless otherwise required by the Harter Act or by other applicable United States Law. In any trade that does not involve any carriage to or from the United States, the Hague Rules (or compulsorily applicable national Law implementing the Hague Rules) shall govern Carrier's liability, limits on liability, and exemptions for loss, damage, or delay related to or in connection with the Goods, except where the Hague-Visby Rules are compulsorily applicable Law, in which case the Hague-Visby Rules shall govern such liability, limits on liability, and exemptions, provided:

(i) Merchant acknowledges and agrees that the Carrier is a non-vessel owning common carrier, that it does not own, lease, charter, or operate Vessels or other modes of transportation, or engage in cargo handling or storage, as a result of which Carrier will be required to (and may, in its sole discretion) subcontract with Persons (at any tier), to transport, handle or store cargo to accomplish all or part of the Carriage. Merchant is bound by the limitations on, and exemptions from, liability that are contained in the tariffs, bills of lading, and other contracts by which such other Persons are engaged to perform all or part of the Carriage. Such other Persons shall enjoy the benefit of all of Carrier's rights and liberties with respect to the Goods and the Carriage. The Merchant agrees that the Carrier shall be deemed to be a beneficiary of the tariffs, bills of lading, and contracts of such other Persons and of all limitations of, and exemptions from, liability therein contained even though the Carrier acts as agent of the Merchant in contracting with the actual Person for the Carriage of the Goods. Under no circumstances shall the Carrier be responsible for any damages to an extent greater than it can recover from the actual Person engaged to perform all or part of the Carriage or any beneficiaries of its bill of lading.

(ii) Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) full benefit of, and rights to, all limitations of and exclusions from liability and all rights conferred or authorized by any applicable Law of any country (including, where applicable, Chapter 305 of Title 46 of the United States Code, and other relevant provisions of the United States Code) and without prejudice to the generality of the foregoing also all Laws available to the owner of the Vessels on which the Goods are carried.

(b) The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any modes of land, sea, or air transport and to arrange participation by other Persons who handle or store cargo, or provide other services, to accomplish the total or any part of the Carriage between the Place of Receipt and the Place of Delivery as shown on this Bill of Lading.

(c) In the event that it is proven that loss or damage occurred during Carriage, but the stage of Carriage during which loss of or damage to the Goods occurred cannot be proved, it will be irrebuttably presumed that the loss or damage occurred while the Goods were on the Vessel, and all obligations, rights, and immunities of Carrier and Merchant with respect to such loss or damage shall be determined accordingly.

(d) The rights, defenses, exemptions, limitations of and exonerations from liability, and immunities of whatsoever nature provided for in this Bill of Lading shall apply in every action or proceeding against the Carrier, its agents or servants, Participating Carriers, independent contractors, or other Persons engaged to perform all or part of the Carriage, whether in tort, contract, or otherwise.

(e) Services performed by Carrier as to Goods before their receipt by or for Carrier at the Place of Receipt shown on this Bill of Lading or after their delivery by or for Carrier at the Place of Delivery shown on this Bill of Lading were or shall be performed solely as agent for the Merchant, and Carrier shall have no responsibility or liability as a Carrier for any acts or omissions of any Persons or loss of or damage or delay to the Goods during such periods.

6 CARRIER RESPONSIBILITY – LIMITATIONS.

(a) Customary Freight Unit, or Shipping Unit Limitation.

(i) Where COGSA applies to this Bill of Lading (whether by its own force or by agreement), Carrier shall not be liable for loss or damage in an amount exceeding US \$500 lawful money of the United States per package, or in case of Goods not shipped in packages, per Shipping Unit, unless a higher declared value has been made and noted, and extra Charges paid, in accordance with Clause 6(b) hereof.

(ii) Where COGSA does not apply, but where the Hague Rules, Hague-Visby Rules, or any legislation making such rules compulsorily applicable to this Bill of Lading apply, Carrier shall not be liable for loss or damage to or in connection with the Goods in an amount exceeding the package or Shipping Unit limitation as laid down by such Rules or legislation, unless a higher declared value has been made and noted, and extra Charges paid, in accordance with Clause 6(b) hereof. If no limitation amount is applicable under such Rules or legislation, the limitation shall be US \$500 lawful money of the United States per Shipping Unit.

(iii) Where neither COGSA, nor the Hague Rules, nor the Hague-Visby Rules, nor any legislation applying such Rules is compulsorily applicable, Carrier's liability shall not exceed US\$500 per Shipping Unit or US\$2 per kilo of the gross weight of the Goods lost, damaged, or in respect of which the claim arises, or the value of such Goods, whichever is less.

(iv) Where a lesser monetary limitation is applicable, such as during handling by a Participating Carrier or independent contractor and damage occurs during its or their period of care, custody, control, and/or responsibility, the Carrier shall be entitled to avail itself of such lesser limitation.

(b) Ad Valorem - Declared Value of Package or Shipping Unit.

(i) To secure a due proportion between the charges it earns and the amount for which it may be responsible in the event of loss or damage to the Goods, Carrier has established its regular, lower rates and charges based on the limited value of the Goods as agreed herein. Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper before delivery to Carrier of the Goods for

shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by Carrier, extra freight, premiums, and other Charges paid. Unless the Merchant so declares the value of the Goods and pays ad valorem charges, the Merchant is deemed to have elected the regular, lower charges of Carrier, and to have agreed that, for purposes of computing any liability of Carrier, the limitations of liability set forth in Clause 6(a) hereof shall apply. In such case if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(ii) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to 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 quality, at such place and time.

(c) Definition of Package or Shipping Unit. Where a Container is used to consolidate Goods and such Container is Stuffed by Carrier, the number of packages or Shipping Units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or Shipping Units for the purpose of any limit of liability per package or Shipping Unit provided in any applicable international convention or national Law relating to the carriage of goods by sea. Except as aforesaid the Container shall be considered the package or Shipping Unit. As to Goods shipped in bulk the limitation applicable thereto shall be the limitation provided in such Law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

(d) Valuables. The Carrier shall not be liable to any extent for any loss or damage to or in connection with platinum, gold, silver, jewelry, precious stones, precious metals, radioisotopes, precious chemicals, bullion, specie, currency, negotiable instruments, securities, writings, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature, or any other valuable Goods whatsoever, including Goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Carrier, and the same inserted in this Bill of Lading and ad valorem freight has been prepaid thereon.

(e) Fire Exemption. Neither Carrier nor any Person controlled by or under common control with Carrier shall be liable to answer for or make good any loss or damage to Goods occurring at any time (including before loading on or after discharge from the Vessel) by reason or by means of any fire, wherever and howsoever occurring, unless such fire shall have been caused by the actual fault or privity of the Carrier or such Person, respectively. In any situation where such exemption from liability may not be permitted by Law, neither Carrier nor such Person shall be



liable for any loss or damage by the fire unless caused by negligence, including that imputed by the Law, of Carrier or Person, respectively.

(f) Third Party Custody of Goods. Any other provision hereof to the contrary notwithstanding, Merchant agrees and acknowledges that (i) Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, mis-delivery, loss, or damage to the Goods occurring while the Goods are not in the actual possession of Carrier or of Carrier's agents and (ii) if Merchant directs that any Goods be moved from a container yard to a facility or the premises of any other third-party, and Goods are thereafter lost, stolen, or damaged, in whole or in part, while under the care, custody, or control of such third party or by a carrier that transports the Goods, Carrier shall have no liability for any such loss or damage whatsoever. If Merchant asserts a claim for such delay, non-delivery, mis-delivery, loss, damage, or any fault or negligence, and Carrier is required to defend against a claim or pay any claim related thereto, Merchant shall defend, indemnify and hold harmless the Carrier with respect thereto.

## 7 ROUTES AND DEVIATION; LIBERTIES.

(a) Without notice to the Merchant, the Carrier has the liberty to carry the Goods on or under deck and to choose or substitute the means, route, and procedure to be followed in the handling, stowage, storage, and transportation of the Goods, including deviations for purposes not directly necessary for a prompt and direct accomplishment of the Carriage. Carrier does not warrant any specific route, Vessel, method of transport, or delivery date.

(b) In any situation whatsoever, whether or not existing or anticipated before commencement of or during the transport of the Goods, which in the judgment of the Carrier (or any other Person who carries, handles, or stores or is to carry, handle, or store the Goods):

(i) has given or is likely to give rise to danger, injury, loss, hindrance, risk, difficulty, delay, or disadvantage of whatsoever nature to the Vessel, any vehicle or other means of transport, the Carrier, any other Person, the Goods, or any other property;

(ii) a Participating Carrier intended to be used for the Carriage suspends service for all or part of the intended Carriage;

(iii) the Carrier or the Carriage is adversely affected by a circumstance described in Clause 7(d) hereof, or there is a reasonable apprehension thereof;

(iv) a vendor of Goods not supplied by the Carrier asserts a legal right to recover, reclaim, or replevy such Goods;

(v) any Person constituting the Merchant files or becomes subject to proceedings in bankruptcy, receivership, or insolvency, to an assignment for the benefit of creditors, or any other similar proceeding or transaction;

(vi) Goods are seized by judicial or nonjudicial means, arrested, executed against, detained, requisitioned, or acquired by a Governmental Authority; or

(vii) has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Carrier or the Merchant to commence or continue the Carriage or to discharge the Goods at the intended port or place of discharge, or to transport the Goods by the route or in the manner originally intended by the Carrier, the Carrier at any time shall be entitled to do any or all of the following, without prior notice to Merchant: terminate the Carriage; store the Goods; transship or forward the Goods; divert the Goods; unpack Goods from their Containers; and, in the exercise of its reasonable discretion, dispose of the Goods in such way as the Carrier may deem advisable, and, without limiting the foregoing:

(viii) Carrier shall be entitled, before the Goods are loaded on the Vessel or other mode of transport, to cancel this Bill of Lading without incurring liability to the Merchant or any other Person for compensation or damages, and to require the Merchant to take delivery of the Goods, and upon Merchant's failure to do so, to store the Goods anywhere;

(x) if the Goods are at a place awaiting transshipment, Carrier shall be entitled to terminate the Carriage there and to store the Goods at any place selected by the Carrier, transship or forward the Goods to an alternative destination, and, in the case of the circumstances set forth in Clause 7(b)(iv) hereof, transship or forward the relevant Goods to an alternative recipient designated by the relevant vendor;

(y) if the Goods are loaded on the Vessel or other mode of transport, Carrier shall be entitled to discharge the Goods or any part thereof at any port or place selected by the Carrier or to carry them back to the Port of Loading or Place of Receipt and there discharge them; and

(z) in the case of the circumstances set forth in Clause 7(d) hereof impose surcharges to cover all extra expenses (including extra insurance premiums and cost of diversion).

All actions under Clauses (w), (x), (y), or (z) above shall constitute complete and final delivery and full performance of this Bill of Lading, and the Carrier thereafter shall be freed from any responsibility hereunder.

(c) If the Carrier makes arrangements to store, transship, or forward the Goods, it shall do so solely as agent of and for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of Carrier's acts or omissions as agent, and the Merchant shall reimburse the Carrier forthwith all extra freight charges and other extra expenses thereby incurred.

(d) The situations referred to in Clause 7(b)(iii) hereof shall include those caused by: the existence or apprehension of war (declared or undeclared), hostilities, warlike or belligerent acts or operations, riots, civil commotions, or other disturbances; closure of, obstacles in, or danger to any canal; blockade of

port or place or prohibition of or restriction to commerce or trading; embargo; piracy; quarantine, sanitary, or other similar regulations or restrictions; strikes, lockouts, or other labor troubles whether partial or general and whether or not involving employees of the Carrier or its subcontractors; congestion of port, dock, wharf, or any other place; shortage, absence, or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods; epidemics or diseases; Carrier making a determination that the Goods cannot be safely or properly carried further; or bad weather, shallow water, ice, landslip, or other obstacles in navigation or haulage.

(e) The Carrier shall have liberty to comply with orders, directions, regulations, recommendations, or suggestions as to departure, arrival, route, ports of call, stoppage, loading, discharge, handling, destination, reshipment, transshipment, deposit, or storage in any place or places, delivery, surrender, quarantine, disposal, or otherwise, howsoever given by any Governmental Authority or by any other Person having, under the terms of any insurance on the Vessel or the Goods, the right to give such order, directions, regulations, recommendations, or suggestions.

(f) The liberties set out in this Clause 7 may be invoked for any purpose whatsoever even if not connected with the Carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

(g) Promptly after invoking, or becoming aware of any Person who fulfills any part of the Carriage invoking, any liberties set out in this Clause 7, Carrier shall give notice thereof to Merchant. All additional freight and other Charges (including a reasonable recovery for Carrier's personnel and internal expenses) that are incurred as a result of any invocation of this Clause 7 shall be for the account of Merchant, who shall promptly pay the same. Such Charges and amounts that are incurred or recoverable hereunder in connection with a situation with regard to the Goods and other property may be reasonably allocated by Carrier between the Goods and such other property.

(h) Without limiting Merchant's other obligations under this Bill of Lading, Merchant shall defend, indemnify, and hold harmless the Carrier against all losses and liabilities suffered or incurred by the Carrier as a result of the circumstances referred to in this Clause 7.

## 8       MERCHANT'S RESPONSIBILITY

(a) The Particulars of the Goods set out on the face hereof and any Particulars or other representation appearing on the Goods, Containers, or other packages or documents relating thereto are furnished by the Merchant, and the Merchant warrants to the Carrier the accuracy and completeness of all such information including without limitation all verified gross mass requirements under the SOLAS Rules.

(b) Merchant warrants that it has complied with all applicable Laws and requirements of port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses, and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect, or insufficient marking, numbering, addressing, or any other Particulars of the Goods.

(c) Merchant warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regards to their nature and in compliance with all applicable Laws.

(d) Merchant shall be liable for the loss, damage, contamination, soiling, detention, or demurrage before, during, and after the Carriage of property (including Containers) of Carrier or any Person or Vessel that is caused by Merchant or any Person acting on Merchant's behalf or for which Merchant is otherwise responsible.

(e) Payment of any amounts due hereunder to a forwarder, broker, or any Person other than Carrier or its duly-authorized agent shall not be deemed payment to Carrier and shall be made at the payer's risk. Unless otherwise specifically agreed by Carrier, all amounts for which Merchant is liable under this Bill of Lading are due upon demand. Merchant shall pay interest on any amounts owed under this Bill of Lading that are not paid when due at one and one half percent (1.5%) per month (19.72% annum)."

## 9 DANGEROUS GOODS, CONTRABAND

(a) Merchant warrants that the Goods are not, and shall not become, of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious, or dangerous nature, and agrees that such Goods shall be transported only upon the Carrier's acceptance (granted or withheld in its sole discretion) of a prior written application by shipper for the carriage of such Goods. Such application must accurately state the nature, name, label, and classification of the Goods, the method of rendering them innocuous, the full names and addresses of the shipper and consignee, and all certificates and other documents required by Law. Merchant shall not tender contraband for shipment.

(b) The Merchant shall ensure that the nature of the Goods referred to in the preceding paragraph is distinctly and permanently marked on the outside of their packages and Containers and shall submit the documents or certificates required by any applicable Laws or by the Carrier before tendering the Goods for shipment.

(c) Whenever Goods are discovered to have been received by the Carrier and the Merchant has not complied with Clauses 9(a) or (b) hereof, or the Goods are found to be contraband or prohibited by any applicable Laws, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Carrier's discretion without liability, and the Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, and liability, including general average and loss of freight and other Charges, and any other expenses directly or indirectly arising out of or resulting from such Goods or any action by Carrier authorized herein with respect to any Goods.

## 10 CONTAINERS

(a) Carrier shall not be liable for loss or damage to the Goods Stuffed in Containers: (i) caused by the manner in which the Container has been Stuffed; (ii) caused by the unsuitability of the Goods for carriage in Containers; (iii) caused by the unsuitability or defective condition of the Container; or (iv) if the Container is not sealed at the commencement of the Carriage, except where Carrier has agreed to seal the Container.

(b) As to Containers Stuffed by Carrier, this Bill of Lading is prima facie evidence of the receipt only of the number of packages, Shipping Units, or Containers as shown on the face hereof. As to other

Containers, this Bill of Lading is conclusive evidence of such matters. In all cases, the nature, order, and condition of the contents and any Particulars are unknown to the Carrier, who has no responsibility in respect thereof.

(c) If the Containers are delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Containers except to the extent that the Containers have been penetrated while in the custody of Carrier under circumstances for which it is liable.

(d) Carrier shall be at liberty to open all Containers and inspect the contents of the Containers without notice to the Merchant at such times and places as the Carrier may deem appropriate, and all expenses incurred therefrom shall be reimbursed to the Carrier or borne directly by the Merchant. In case the seals of Containers are broken by Governmental Authorities or other authorities for inspection of the contents of the Containers, the Carrier shall not be liable for any loss, damage, expenses, or any other consequences arising or resulting therefrom.

(e) Merchant shall return all Containers in the same order and conditions as handed over to Merchant (normal wear and tear excepted), with interiors clean, and prior to the accrual of any demurrage, detention, or other delay charges.

## 11 SPECIAL CONTAINERS

(a) Merchant warrants that it has not tendered for transportation any Goods which require temperature, humidity, ventilation, or other control without previously having made special arrangements with the Carrier in writing, including for the payment of additional freight (and filling in the appropriate box on the front of this Bill of Lading with respect to their nature and particular temperature or other range to be maintained). In the absence of such special arrangements, Carrier may treat the Goods or Containers only as ordinary Goods or Containers, respectively. In the case of temperature-, or humidity-, or ventilation-controlled Containers Stuffed by or on behalf of Merchant, Merchant further warrants that the Containers are and shall remain throughout the Carriage in proper functioning order and have been delivered to the Carrier at the proper internal temperature, humidity, ventilation, or other control conditions, that the Goods have been properly Stuffed in the Container, and that its controls have been properly set by Merchant before receipt of the Goods by Carrier.

(b) Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage, or other failure of the temperature, humidity, or ventilation controlling machinery, plant, insulation, or any other apparatus of the Containers, provided that Carrier shall maintain the settings of temperature-, humidity-, ventilation-, or other controlled Containers as required in Clause 11(c) hereof.

(c) If the Goods have been packed into temperature-, humidity-, ventilation-, or other controlled Containers by the Carrier and the particular temperature and humidity range requested by the Merchant is inserted in the Bill of Lading, then Carrier will use due diligence to set the controls within the requested ranges but does not guarantee the maintenance of such temperature and humidity

conditions inside the Containers. The Carrier shall not be liable for any loss or damage occasioned by temperature, humidity, defects or insufficiency in or accidents to or explosion, breakdown, failure, or inoperability of any refrigeration, heating, cooling, humidity control, ventilation, or other control unit, including lack of fuel or power or interruption in fuel or power supply for any reason, unless shown to have been caused by the failure of the Carrier to exercise due diligence to properly operate temperature-, humidity-, ventilation-, or other controlled Containers.

## 12 STORAGE OF GENERAL CARGO

Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space, or any other covered space commonly used in the trade and suitable for the carriage of Goods, or on deck as provided in Clause 13 hereof, and when so stowed shall be deemed for all purposes to be stowed under deck.

## 13 DECK CARGO, LIVE ANIMALS AND PLANTS, PERISHABLES

(a) The Carrier has the right to carry the Goods in Containers under the deck or on deck, whether or not so stated herein.

(b) When the Goods are carried on deck, the Carrier shall not be required to specially note, mark, or stamp any statement of on deck stowage on the face hereof, any custom or usage to the contrary notwithstanding. Carrier shall not be liable in any capacity whatsoever for any non-delivery, misdelivery, delay, or loss of or damage to Goods which are carried on deck and specially stated herein to be so carried, whether or not caused by Carrier's negligence, the Vessel's unseaworthiness, or other reasons.

(c) The Carrier shall not be responsible for any accident, disease, mortality, loss, injury, or damage to live animals, birds, reptiles, fish, plants (including fruits and vegetables), or other perishable Goods arising from any cause whatsoever.

## 14 DELIVERY

(a) Without giving notice of either arrival or discharge, Carrier may discharge the Goods direct as they come to hand, at or onto any dock, wharf, craft, or place that the Carrier may select, and continuously, Saturdays, Sundays, and holidays included, at all such hours by day or night as the Carrier may determine no matter what the state of the weather or custom or rule of the port may be. Delivery of the Goods shall be received by the consignee directly from the ship's tackle as the Goods come to hand in unloading or as soon as available if discharged on Carrier's dock or wharf. The Carrier shall not be liable in any respect whatsoever if temperature-, humidity-, ventilation-, or other control facilities or equipment shall not be furnished during loading or discharge or before loading or after discharge, including any part of the time that the Goods are upon or at the dock, wharf, craft, or other place of loading, discharge, or storage. All lighterage and use of craft in loading or discharging shall be at the risk and expense of the Merchant, and all Charges incurred thereby shall be paid by Merchant in addition to freight. Landing and delivery charges and pier dues shall be at the expense of the Merchant and shall be paid by Merchant in addition to freight. If the Goods are not taken away by the proper recipient by the

expiration of the next working day after the Goods are at Merchant's disposal, the Goods may, at Carrier's option and subject to Carrier's lien, be placed in storage or be permitted to lie where landed, but always at the expense and risk of the Merchant and Goods. The responsibility of the Carrier in any capacity shall altogether cease and the Goods shall be considered to be delivered and at their own risk and expense in every respect when taken into custody of customs or other Governmental Authorities. The Carrier shall not be required to give any notification of delivery or disposition of the Goods.

(b) In case the Goods received by Carrier are in Containers into which the contents have been Stuffed by or on behalf of the Merchant, the Carrier shall only be responsible for delivery of the total number of Containers shown on the face hereof, and shall not be required to unpack the Containers and deliver the contents thereof, in any manner; provided, however, that upon the Merchant's demand in writing reaching the Carrier at least three days prior to the scheduled date of arrival of the Vessel at the Port of Discharge, and if the Carrier agrees in the exercise of its sole discretion, Containers may be unpacked and the contents thereof may be delivered by the Carrier to one or more receivers in accordance with the written instructions, in which case if the seal of the Containers is intact at the time of unpacking, all the Carrier's obligations hereunder shall be deemed to have been discharged and the Carrier shall not be responsible for any loss or damage to the contents arising or resulting from such delivery and the Merchant shall be liable for an appropriate adjustment of the freight and additional charges incurred. In case the Goods have been Stuffed into Containers by the Carrier, the Carrier may unpack the Containers and deliver the contents thereof and shall not be required to deliver the Goods in Containers. Goods may be delivered to the Merchant in Containers, in which case if the Containers are delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be responsible for any loss of or damage to the contents of the Containers. Delivery as provided for in this paragraph shall be granted only when arranged prior to Carrier's receipt of the Goods and if expressly provided for herein. The Merchant desiring to avail itself of the delivery as provided in this paragraph must give notice in writing to the Carrier at the first port of call of the Vessel named in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional ports at the Carrier's option and the Carrier's responsibility shall then cease.

(c) The Merchant warrants to the Carrier that the marks on the Goods, packing, and Containers correspond to the marks shown on the Bill of Lading and also in all respects comply with all the Laws in force at the Port of Discharge and Place of Delivery and shall defend, indemnify, and hold harmless the Carrier against all loss, damage, expenses, penalties, and fines arising or resulting from incorrectness or incompleteness thereof.

(d) Goods which cannot be identified as to marks and numbers, cargo sweepings, liquid residue, and unclaimed Goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various Merchants and consignees of Goods of like character, in proportion to any apparent shortage, loss of weight, or damage, and such Goods or parts thereof shall be accepted as full and complete delivery.

(e) The term "apparent good order and condition" when used in this Bill of Lading with respect to iron, steel, metal, or wood products does not mean that such Goods, when received, were free of visible rust, mold or moisture staining, chafing, and/or breakage, or when used with reference to baled wood products or baled cotton does not mean that the covers thereon were not torn or that the bands

thereon were free of visible rust or moisture. In any event Merchant acknowledges and agrees that rust, oxidation, or condensation inside any Container is not Carrier's responsibility, unless such condition arises out of Carrier's failure to provide a seaworthy Container prior to loading. Prior to Carrier's receipt of any Goods, Merchant may request in writing special arrangements for Goods subject to any of the foregoing conditions, such arrangements must be noted on this Bill of Lading, and Merchant shall pay all special freight for such special arrangement.

## 15 CHARGES

(a) Charges shall be deemed fully earned on receipt of the Goods by Carrier and shall be paid and non-returnable in any event. At Carrier's option, Charges may be calculated on the basis of the Particulars of the Goods furnished by the Merchant who shall be deemed to have guaranteed to the Carrier the accuracy of all Particulars of the Goods as furnished by Merchant at the time of receipt of the Goods by the Carrier. In case of any incorrect or incomplete (including failure to furnish) declaration of any of the Particulars of the Goods including without limitation all verified gross mass requirements for the Goods as required under the SOLAS Rules which shall remain the Merchant's sole responsibility, the Merchant shall be liable for and bound to pay to the Carrier (i) the balance of freight between the freight charged and that which would have been due had the correct Particulars been given, plus (ii) (because of the difficulty in ascertaining Carrier's additional damages) as and by way of liquidated and ascertained damages, a sum equal to the correct freight and (iii) for any additional costs or delays incurred by Carrier including detention, demurrage, additional re-weighing or verification fees, and quayside rent charges. Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, re-weigh, re-count, re-measure, and re-value the Goods, and if any Particulars are found by Carrier to be incorrect, Merchant shall pay Carrier the correct Charges (credit being given for the Charges already charged) and the expenses incurred by Carrier in establishing the correct Particulars.

(b) Full freight to the Port of Discharge or Place of Delivery named herein shall be prepaid or shall be collected at destination. The Carrier shall be entitled to all freight and other Charges due hereunder, and to receive and retain it irrevocably under any circumstances whatsoever, whether or not the Vessel or the Goods are damaged or lost, or the Carriage is interrupted or abandoned. Full freight shall be paid for damaged, destroyed, or unsound Goods.

(c) The payment of freight or other Charges shall be made in full, in cash without any offset, recoupment, abatement, counterclaim, or deduction. Where freight is payable at the Port of Discharge or Place of Delivery, such freight and all other Charges shall be paid in the currency named in this Bill of Lading or, at Carrier's option, in other currency.

(d) Goods once received by the Carrier cannot be taken away or disposed of by the Merchant or vendor of the Goods except upon the Carrier's consent and against payment of full freight and compensation for any loss sustained by the Carrier through such taking away or disposal. If the Goods are not available when the Vessel is ready to load, the Carrier is relieved of any obligation to load such Goods and the Vessel may leave port without further notice, and dead freight shall be paid by the Merchant.

(e) The Merchant shall be liable for, and indemnify the Carrier against:

(i) all dues, duties, imposts, taxes, and charges including consular fees levied on the Goods;



(ii) all fines and losses sustained or incurred by the Carrier in connection with the Goods howsoever caused, including the Merchant's failure to comply with Laws, including without limitation the SOLAS Rules, or directions or recommendations of Governmental Authorities or others in connection with the Goods, or Merchant's failure to procure consular, health, or other certificates or other documentation to accompany the Goods; and

(iii) Carrier's expenses incurred due to the seizure of Goods by judicial or non-judicial means, or if the Goods are arrested, executed against, detained, requisitioned, or acquired by a Governmental Authority. The Merchant shall be liable for return freight and Charges on the Goods refused exportation or importation by any Governmental Authorities. If the Carrier is of the opinion that the Goods stand in need of sorting, inspecting, cooperage, bailing, repackaging, mending, repairing, or reconditioning or require other protection or care, the Carrier may carry out such work at the expense of the Merchant and the Goods. The Merchant authorizes the Carrier to incur and pay all such Charges and expenses and to do any matters mentioned above at the expense of and as agents for the Merchant and to engage other Persons to regain or seek to regain possession of the Goods and do all things deemed advisable for the benefit of the Goods.

(f) All Persons constituting the Merchant shall be jointly and severally liable to the Carrier for the payment of all Charges and for the payment and performance of the obligations and indebtedness of each of them hereunder.

## 16 LIEN

(a) Carrier shall have a continuing general lien – which shall survive delivery – upon all Goods and documents related to the Goods that are in its possession, custody, or control, or en route, for all amounts now or hereafter owed to Carrier by Merchant, including: (i) all Charges and other amounts owed pursuant to this Bill of Lading or any agreement preliminary hereto (including General Average and Merchant's indemnity obligations); (ii) amounts due to Carrier by Merchant under any other bill of lading, contract of carriage, or any other agreement of any type; (iii) all damages, duties, fines, penalties, or advances in connection with the Carriage of the Goods or any other property; (iv) Merchant's obligations to defend, indemnify and hold harmless in connection with the Goods or Carriage; and (v) all other sums whatsoever payable by or chargeable to or for the account of the Merchant under this Bill of Lading or any contract preliminary hereto, including the attorneys' fees, and other costs and expenses incurred in recovering any of the foregoing. Without limiting the foregoing, Carrier may withhold delivery and store the Goods at Merchant's expense if Merchant is in default of any obligation to Carrier whether or not it is related to the Carriage, the Goods, or this Bill of Lading. Carrier's lien as provided for in this Clause 16 supplements Carrier's other rights under all other agreements, under U.S. maritime law, or other applicable Law and can be extinguished only by full and indefeasible payment of all secured amounts. If for any reason delivery is made prior to payment of all amounts secured by Carrier's lien, then notwithstanding the absence of any notice, Merchant acknowledges and agrees that Carrier retains constructive possession of the Goods until Carrier's lien is satisfied as aforesaid. If Merchant defaults in the payment or performance of any such obligations or indebtedness, then Carrier

may sell the Goods by public auction or private sale. Any notice required by Law to be given by Carrier of a sale or other intended action with respect to any Goods or documents, made by sending same to Merchant at least ten days prior to any proposed action shall constitute fair, reasonable, and adequate notice to Merchant. Without limiting Carrier's rights under any Law, no advance notice is required if the Goods to be sold are perishable or subject to rapid deterioration or are of a type sold on a recognized market. If, on sale of the Goods, the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

(b) Without limiting the foregoing, if the Goods are unclaimed for 14 days, or whenever in the Carrier's opinion, the Goods are perishable or subject to deterioration, or are worthless, the Carrier may, at its discretion and subject to its lien and without any responsibility attaching to it, sell, abandon, or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

#### 17 BOTH TO BLAME COLLISION

If the Vessel comes into collision with another ship as a result of negligence of the other ship and any act, neglect, or default of the master, mariners, pilot, or the servants of the Vessel in the navigation or in the management of the Vessel, the Merchant shall defend, indemnify, and hold harmless the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as much loss or liability represents loss of, or damage to, or any claim whatsoever to the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

#### 18 GENERAL AVERAGE

Merchant shall defend, indemnify, and hold harmless the Carrier in respect of all claims of a general average nature which may be asserted against Carrier with respect to the Goods and prior to delivery of any Goods shall provide such security (including cash deposits) as may be required by the Carrier in this connection.

#### 19 NEW JASON CLAUSE

In the event of accident, danger, damage, or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by Law, contract, or otherwise, the Merchant shall jointly and severally contribute with the Participating Carrier in general average to the payment of any sacrifices, loss, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. Merchant shall pay its contribution to general average even when such average is the result of fault, neglect, or error of the master, pilot, or crew. Merchant expressly renounces all Laws which might otherwise apply.

#### 20 HIMALAYA CLAUSE

Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever other than Carrier, including the Carrier's servants or agents, any independent contractors (at any time) and their servants or agents, Participating Carriers, 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 attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage, and if any claim or allegation should nevertheless be made, to defend, indemnify, and hold harmless Carrier against all consequences thereof. Without limiting 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 its benefit. It is understood and agreed that if it should be adjudged that any Person other 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 are being handled or are damaged directly or indirectly during any handling, all exemptions, limitations of, and exonerations from liability provided by Law or by the terms and conditions hereof shall be available to all agents, servants, employees, representatives, Participating Carriers (including road, rail, water and air carriers), stevedores, terminal operators, warehousemen, crane operators, watchmen, carpenters, ship cleaners, surveyors, and independent contractors (at each tier) inclusive of all Persons providing any service whatsoever, regardless for whom acting or by whom retained and paid, it being always understood that such Persons and Vessels are not entitled to any greater or further exemptions, limitations of, or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation. The Merchant shall defend, indemnify, and hold harmless the Carrier against all claims which may be made upon the Carrier by any Participating Carrier, servant, agent, or subcontractor of the Carrier (at any tier) in relation to the claim against any such Person made by the Merchant.

## 21 LEGAL COMPLIANCE

The Merchant represents and warrants that it and the Goods are in compliance with all applicable Laws and regulations, including anti-corruption, export control, and anti-terrorism Laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the International Traffic in Arms Regulations administered by the U.S. State Department's Directorate of Defense Trade Controls, U.S. Export Administration Regulations administered by the U.S. Commerce Department's Bureau of Industry and Security, the U.S. Anti-Boycott regulations, and the various U.S. economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control, and that the information that Merchant provided to Carrier in connection with Merchant's compliance with all such applicable Laws is true and complete. The Merchant shall also comply with all applicable Laws of any other country to, from, through, or over which the Goods may be carried, including all applicable Laws relating to the packing, SOLAS Rules relating to the verified gross mass of containers, carriage, or delivery of the Goods. Merchant represents and warrants that the export jurisdiction and classification of the Goods is correct and that it shall immediately notify Carrier in writing of any changes to such information. Pursuant to the foregoing, Merchant shall furnish such information and attach documents to this Bill of Lading as may be necessary to comply with all applicable Laws. Merchant shall indemnify and hold Carrier harmless against any and all claims, losses, or damages arising from the conduct of Merchant or any of its officers, directors, employees, agents, owners, shareholders, or other Persons

acting for or with Merchant that constitutes a violation of Merchant's obligations, representations, and warranties contained herein.

## 22 U.S. SECURITY

If the Vessel calls in the United States, including any United States territory, the following provisions shall apply with respect to applicable Law or measures:

(a) Each delay suffered or time lost in obtaining the entry and exit clearances from the relevant Governmental Authorities shall be counted as time of detention.

(b) All expenses or additional fees related to any of the Goods, even if levied against the Vessel, that arise out of security measures imposed at the loading or discharging port shall be for the Merchant's account.

## 23 LIMITATION OF LIABILITY

All claims for which the Carrier may be liable shall be adjusted and settled on the basis of Merchant's net invoice cost, plus freight and cargo insurance premium, if paid. In no event shall the Carrier be liable for any indirect, incidental, delay, consequential, punitive, statutory or special damages, including lost profits, income or opportunity, whatsoever and howsoever caused, even if Carrier is on notice of the possibility of such damages or for the acts or omissions of any other person. These limitations and exclusions are effective even if they cause any permitted remedy to fail of its essential purpose. Carrier does not undertake that the Goods shall arrive at any particular time or meet any particular market or use. Without prejudice to the foregoing, if Carrier is found liable for delay, liability shall be limited to the freight charges applicable to the relevant stage of the Carriage.

## 24 INDEMNITY

Without limiting Merchant's other indemnity obligations under this Bill of Lading, Merchant agrees to indemnify and hold harmless the Carrier from and against all charges, claims, damages, liabilities, costs, expenses, or other payments or losses (including purchase price, freight, storage, demurrage, detention, duties, taxes, fines, penalties, consequential or exemplary damages, or other money, and including the Carrier's litigation expenses and reasonable attorneys' fees) incurred by the Carrier in connection with or arising from any one or more of: (i) any breach of any representation, warranty, indemnity, or covenant by Merchant, including any failure of the Merchant to pay or perform its obligations to the Carrier or to any third party (including any carrier, vendor, vendee, holder of this Bill of Lading, Governmental Authority, or other Person); (ii) any other claim by any such third party; (iii) all claims and liabilities and all expenses arising from the Carriage insofar as such claim or liability exceeds Carrier's liability under this Bill of Lading; (iv) breach of the applicable tariff or this Bill of Lading by Merchant; and (v) the negligence, gross negligence, willful misconduct, or unlawful acts or omissions of Merchant. The confiscation or detention of the Goods or other property by any third party shall not affect or diminish the Merchant's liability to the Carrier to pay all charges or other money due promptly upon demand. All obligations of the Merchant in this Bill of Lading to indemnify Carrier are deemed to include the obligations to defend and to hold harmless. Throughout this Bill of Lading, where the Merchant is stated to have an obligation to defend, indemnify, and hold harmless the Carrier, the Carrier may tender defense of the matter to the Merchant, or may select counsel of Carrier's choosing, giving notice of the selection to the shipper and any known holder of this Bill of Lading, and defend the matter, and the

Merchant shall timely pay all expenses incurred thereby, including attorneys' fees and all other reasonable costs and expenses related thereto."

25 PROJECT, NON CONTAINERIZED, BREAK BULK, BULK, AND HEAVY LIFT GOODS.

When Carrier undertakes the Carriage of project, non containerized, break bulk, bulk, and other heavy lift Goods, Carrier is undertaking such work pursuant to Carrier's Project Cargo Terms and Conditions, including the limitations of liability set forth therein, all of which are hereby incorporated by reference. Carrier's Project Cargo Terms and Conditions can be found at [www.expeditors.com](http://www.expeditors.com).

26. NOTICE OF CLAIM AND TIME FOR SUIT.

Unless notice of loss or damage and the general nature of such loss or damage is given in writing to the Carrier at the Port of Discharge or Place of Delivery, or at the Carrier's address shown on the Bill of Lading, before or at the time of delivery of the Goods or, if the loss or damage is not readily apparent, within three days after delivery, the Goods shall be deemed to have been delivered as described in the Bill of Lading. In any event the Carrier shall be discharged from all liability, including liability in respect of non-delivery, misdelivery, delay, loss, damage, or any fault or negligence, unless suit is filed against the Carrier within one year after the earlier of delivery or release of the Goods or the date when the Goods should have been delivered or released.

27 LAW; DISPUTES; VENUE; SEVERABILITY; ETC.

a) This Bill of Lading shall be governed by and construed in accordance with the internal Laws of the State of Washington (excluding its Laws relating to conflicts of law), except as the same may be governed by the federal Law of the United States. MERCHANT IRREVOCABLY CONSENTS TO NON-EXCLUSIVE JURISDICTION AND VENUE FOR LEGAL PROCEEDINGS RELATED TO ALL CLAIMS AND DISPUTES ARISING FROM OR IN CONNECTION WITH THIS BILL OF LADING OR THE GOODS, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW, IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON OR THE SUPERIOR COURT OF THE STATE OF WASHINGTON SITTING IN KING COUNTY. MERCHANT AND CARRIER HEREBY CONSENT TO THE COMMENCEMENT AND TRANSFER OF ALL SUCH LEGAL PROCEEDINGS TO SUCH COURTS. Merchant irrevocably consents to the commencement and to the transfer of venue in any or all such actions to any other venue in which Carrier is party to a legal action brought by itself or a third party that arises from or is connected with the Goods, their carriage, loading, unloading, handling, or storage, or loss, damage, or delay related to any of the Goods. The Merchant waives all defenses based on inconvenience of forum in all actions commenced in the venues agreed to under this Bill of Lading. Merchant shall pay all costs incurred by Carrier (including attorneys' fees and expenses) in connection with any dispute between Carrier and Merchant (including for transfers of venue, for appeals, and in bankruptcy and receivership proceedings).

(b) If any provision of this Bill of Lading, or the application to any circumstance, Person, or place, is held to be unenforceable, invalid, or void by a court or other tribunal of competent jurisdiction, such provision shall be severed therefrom or shall be reformed only to the extent necessary to be enforceable to such circumstance, Person, or place; and such provision as applied to other circumstances, Persons, or places, and the remainder of this Bill of Lading, shall remain in full force and effect.

(c) The Carrier's rights and remedies provided in this Bill of Lading or otherwise existing or arising by agreement, at law, in equity or admiralty, or otherwise, are cumulative. All of Carrier's rights and remedies may be exercised, wholly or in part, from time to time, as often, and in any order as Carrier chooses, and the exercise or the beginning of the exercise of any right or remedy shall not be construed to be an election of rights or remedies, or a waiver of the right to exercise at the same time or thereafter any other right or remedy. None of Carrier's rights under this Bill of Lading shall be construed to impose any obligation on Carrier. No delay or omission by Carrier in the exercise of any right or remedy accruing upon any default shall impair any such right or remedy or be construed to be a waiver of any right to take advantage of any such future event or of any such past default. In case Carrier proceeds to enforce any right or remedy, and such enforcement is discontinued or abandoned for any reason or is determined adversely to Carrier then, and in every such case, Carrier and Merchant shall be restored to their former positions and rights and all rights and remedies shall continue as if no such proceedings had been taken.

28. AMENDMENTS AND WAIVERS. No amendment or waiver of any provision of any of this Bill of Lading and no consent to any departure therefrom shall be effective against Carrier except by means of a writing signed by a duly-authorized representative of Carrier. Waivers or consents by Carrier shall be effective only in the specific instances and for the specific purposes for which they are given. This Bill of Lading shall not be deemed amended, modified, qualified, or supplemented by any course of dealing or course of performance.

29. CARRIER TARIFF. Copies of Carrier's tariff are obtainable from Carrier upon request or where applicable from the Federal Maritime Commission or other government agency with whom its tariff has been filed. Carrier may from time to time change the terms of this Bill of Lading. The current and applicable terms of this Bill of Lading can be found on Carrier's website at [www.expeditors.com](http://www.expeditors.com) and may differ from the pre-printed terms for the Bill of Lading. In the event of a conflict between the terms of this Bill of Lading and the updated version in Carrier's tariff in effect on the date that cargo is received by Carrier for transport under this Bill of Lading, the updated version shall control.

30. DATA PROTECTION. Merchant represents and warrants that it complies with all applicable privacy and data protection laws with respect to personally identifiable information about individual contacts of Merchant and clients of Merchant ("Merchant Data") that Merchant provides to Carrier to allow Carrier to perform services. Merchant acts as a "data controller" or an equivalent term under applicable Law with respect to Merchant Data. Merchant further represents and warrants that it has obtained the proper consent from all data subjects to the disclosure and transfer of Merchant Data to Carrier. In providing services to Merchant, Carrier may process Merchant Data and thus act as a "data processor" or an equivalent term under applicable Law with respect to such data and will process Merchant Data in

accordance with lawful instructions from Merchant. Carrier may use Merchant Data as part of its Merchant account opening and general administration process (e.g., in order to carry out compliance, financial checks, invoicing, or debt recovery), and otherwise in performing services. For purposes herein, the information may be transferred to or accessible from Carrier's offices around the world.

31. FORCE MAJEURE. Carrier is not liable for loss, damage, expense, delay, or nonperformance resulting in whole or in part from circumstances beyond the control of Carrier, including without limitation: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by a Merchant or anyone else who may have an interest in the goods, (viii) acts by any Governmental Authority, including denial or cancellation of any import, export or other necessary license; or (ix) strikes, lockouts, slowdowns or other labor conflicts."

## 8-07 DEFINITIONS AND RULES OF CONSTRUCTION

(a) As used in this Sea Waybill:

"Carriage" means the whole of the carriage, handling and storage of Goods, and other operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

"Carrier" means Expeditors International of Washington, Inc. and its subsidiaries.

"Charges" includes freight, dead freight, demurrage, detention, and all expenses and other money obligations incurred and payable by the Merchant with respect to the Carriage or otherwise under the applicable tariffs or this Sea Waybill.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America, Ch. 229, 49 Stat. 1207, approved on 16th April 1936, as amended and recodified from time to time.

"Container" includes any container, trailer, transportation tank, lift van, flat, pallet, or any similar article of transport used to hold or consolidate goods.

"Goods" means the cargo described on the face of this Sea Waybill and, if the cargo is on, in or otherwise Stuffed into Containers supplied or furnished by or on behalf of the Merchant, includes the Containers.

"Governmental Authority" includes: all U.S. and foreign national, federal, state, local, and other governments; government corporations, authorities, boards, commissions, ports, bodies, and entities; and all departments, ministries, agencies, bureaus, offices, and subdivisions of any of the foregoing.

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

“Hague-Visby Rules” means the Hague Rules as amended by the protocol signed at Brussels on 23rd February 1968.

“Harter Act” means 46 U.S.C. § 30702, et seq., as amended and recodified from time to time.

“Herein,” “hereof,” and “hereto” are references to this Sea Waybill.

The terms “include,” “including,” and similar terms shall be construed as if followed by the words “but not limited to.”

“Law” means all present and future laws, statutes, codes, rules, regulations, ordinances, rules of law, principles of law, orders, decrees, judgments, directives or the equivalent, and all international conventions and treaties to the extent applicable by the terms of this Sea Waybill, including without limitation the SOLAS Rules.

“Merchant” includes the shipper, the recipient of the Goods named on this Sea Waybill (the “Recipient”), any Person owning or entitled to the possession of the Goods, any Person having a present or future interest in the Goods, or any Person acting on behalf of any of the above mentioned Persons. If more than one Person is a “Merchant” under this Sea Waybill, then all of Merchant’s representations, warranties, covenants, indemnities, agreements, consents, and waivers under this Sea Waybill shall be joint and several, but Carrier may exercise its rights and remedies upon the breach or default by any one Person constituting the Merchant (with or without exercising rights or remedies against the Goods, any other property, or any other Person).

“Participating Carrier” means any other carrier by water, land, or air, performing any stage of the Carriage, including inland carriers, whether acting as sub-carrier, connecting carrier, substitute carrier, and/or bailee.

“Particulars” includes all manner of details with respect to the Goods, including the exact description, weight, verified gross mass, kind, nature, content, measure, gauge, quantity, quality, condition, marks, numbers, and value.

“Person” includes an individual, corporation, limited liability company, general or limited partnership, joint venture, association, trust, Participating Carrier, Governmental Authority, and any other type of organization or entity.

“Shipping Unit” means 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 irrespective of the weight or measurement unit employed in calculating freight charges, and includes the term “customary freight unit” as used in COGSA (where applicable by its own force or by agreement), and, otherwise, “unit” as used in the Hague Rules, the Hague-Visby Rules, or any national legislation adopting the Hague Rules or the Hague-Visby Rules.

“SOLAS Rules” means the requirements established under the International Convention for the Safety of Life at Sea, 1 November 1974, 1184 UNTS 3 as codified and amended from time to time, including any national legislation adopting SOLAS Rules and the amendment to regulation



VI/2 (requiring the mandatory provision of the verification of the gross mass of packed containers and the Guidelines regarding the verified gross mass of a container carrying cargo (MSC.1/Circ.1475).

“Stuffed” includes filled, consolidated, packed, loaded, or secured, and references to “Stuffed” include placing in or on the relevant Container.

“United States” means the United States of America.

“Vessel” means the vessel named on this Sea Waybill and any other vessel, ship, barge, lighter, watercraft, or other means of transport which is or shall be substituted, in whole or in part, for such vessel.

(b) Words denoting the singular shall include the plural, and vice versa, and words denoting any gender shall include all genders; and captions of sections of this Sea Waybill are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provisions of this Sea Waybill. Whenever reference is made to Carrier’s agreement, approval, or consent or to any arrangement involving Carrier, even if not specifically so stated, such agreement, approval, arrangement, or consent shall not be binding upon Carrier unless in writing and signed by a duly-authorized representative of Carrier, and Carrier may withhold such agreement, approval, arrangement, or consent in its sole discretion. All warranties by Merchant shall be construed to include representations of fact.

2. TARIFF. All applicable provisions of Carrier’s tariffs that are published in accordance with the requirements of the Federal Maritime Commission or any other Governmental Authority are incorporated herein by reference. Copies of such provisions are obtainable from the Carrier upon request or from the relevant Governmental Authority with whom the tariffs have been filed.

3. OTHER AGREEMENTS. Except as otherwise agreed in a writing signed by a duly-authorized officer of Carrier, this Sea Waybill, together with terms set forth in Carrier’s invoices and in Carrier’s Application of Credit executed by Merchant supersede all agreements or engagements for the shipment of the Goods. All provisions of this Sea Waybill, whether written, typed, stamped, or printed, are accepted and agreed by the Merchant and shall be binding as fully as if signed by the Merchant, any local customs or privileges to the contrary notwithstanding. Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory or other protection or exemption from or limitation of liability. This Sea Waybill is the contract of carriage for the Goods. No Bill of Lading or similar document of title has been issued or will be issued. This Sea Waybill confers no title to the Goods and is non-transferrable and non-negotiable.

4. WARRANTY. Merchant warrants that in agreeing to the terms hereof he is, or is the agent of and has the authority of, the Person owning or entitled to the possession of the Goods or any Person who has a present or future interest in the Goods.

5 CARRIER RESPONSIBILITY – GENERAL PROVISIONS.

(a) If any portion of the Carriage is to or from the United States, or if Law other than United States Law is not compulsorily applicable, the parties agree that COGSA shall govern the services provided before loading and after discharge and during the entire time between the time the Goods are received from and redelivered to the Merchant, unless otherwise required by the Harter Act or by other applicable United States Law. In any trade that does not involve any carriage to or from the United States, the Hague Rules (or compulsorily applicable national Law implementing the Hague Rules, if any) shall govern Carrier's liability, limits on liability, and exemptions for loss, damage, or delay related to or in connection with the Goods, except where the compulsorily applicable national Law applies the Hague Visby Rules, in which case the Hague-Visby Rules shall govern such liability, limits on liability, and exemptions, provided:

(i) Merchant and Carrier agree that, where permitted by law, Article III Paragraph 8 of the Hague Rules, Article III Paragraph 8 of Hague-Visby Rules, and § 3(8) of COGSA are expressly excluded from applying to this Sea Waybill.

(ii) Merchant acknowledges and agrees that the Carrier is a non-vessel owning common carrier, that it does not own, lease, charter, or operate Vessels or other modes of transportation, or engage in cargo handling or storage, as a result of which Carrier will be required to (and may, in its sole discretion) subcontract with Persons (at any tier), to transport, handle or store cargo to accomplish all or part of the Carriage. Merchant is bound by the limitations on, and exemptions from, liability that are contained in the tariffs, bills of lading, sea waybills, and other contracts by which such other Persons are engaged to perform all or part of the Carriage. Such other Persons shall enjoy the benefit of all of Carrier's rights and liberties with respect to the Goods and the Carriage. The Merchant agrees that the Carrier shall be deemed to be a beneficiary of the tariffs, bills of lading, sea waybills, and contracts of such other Persons and of all limitations of, and exemptions from, liability therein contained even though the Carrier acts as agent of the Merchant in contracting with the actual Person for the Carriage of the Goods. Under no circumstances shall the Carrier be responsible for any damages to an extent greater than it can recover from the actual Person engaged to perform all or part of the Carriage or any beneficiaries of its bill of lading, sea waybill, or other contract.

(iii) Carrier shall be entitled to (and nothing in this Sea Waybill shall operate to deprive or limit such entitlement) full benefit of, and rights to, all limitations of and exclusions from liability and all rights conferred or authorized by any applicable Law of any country (including, where applicable, Chapter 305 of Title 46 of the United States Code, and other relevant provisions of the United States Code) and without prejudice to the generality of the foregoing also all Laws available to the owner of the Vessels on which the Goods are carried.

(b) The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any modes of land, sea, or air transport and to arrange participation by other

Persons who handle or store cargo, or provide other services, to accomplish the total or any part of the Carriage between the Place of Receipt and the Place of Delivery as shown on this Sea Waybill.

(c) In the event that it is proven that loss or damage occurred during Carriage, but the stage of Carriage during which loss of or damage to the Goods occurred cannot be proved, it will be irrebuttably presumed that the loss or damage occurred while the Goods were on the Vessel, and all obligations, rights, and immunities of Carrier and Merchant with respect to such loss or damage shall be determined accordingly.

(d) The rights, defenses, exemptions, limitations of and exonerations from liability, and immunities of whatsoever nature provided for in this Sea Waybill shall apply in every action or proceeding against the Carrier, its agents or servants, Participating Carriers, independent contractors, or other Persons engaged to perform all or part of the Carriage, whether in tort, contract, or otherwise.

(e) Services performed by Carrier as to Goods before their receipt by or for Carrier at the Place of Receipt shown on this Sea Waybill or after their delivery by or for Carrier at the Place of Delivery shown on this Sea Waybill were or shall be performed solely as agent for the Merchant, and Carrier shall have no responsibility or liability as a Carrier for any acts or omissions of any Persons or loss of or damage or delay to the Goods during such periods.

## 6. CARRIER RESPONSIBILITY – LIMITATIONS

(a) Package, Customary Freight Unit, or Shipping Unit Limitation.

(i) Where, by the terms of this Sea Waybill, COGSA applies to any services provided hereunder, Carrier shall not be liable for loss or damage in an amount exceeding US \$500 lawful money of the United States per package, or in case of Goods not shipped in packages, per Shipping Unit, unless a higher declared value has been made and noted, and extra Charges paid, in accordance with Clause 6(b) hereof.

(ii) Where this Sea Waybill does not apply COGSA, but where any legislation making the Hague or Hague Visby Rules compulsorily applicable to this Sea Waybill applies, Carrier shall not be liable for loss or damage to or in connection with the Goods in an amount exceeding the package or Shipping Unit limitation as laid down by such legislation, unless a higher declared value has been made and noted, and extra Charges paid, in accordance with Clause 6(b) hereof. If no limitation amount is applicable under such legislation, the limitation shall be US \$500 lawful money of the United States per Shipping Unit.

(iii) Where neither COGSA applies, nor any legislation applying the Hague or Hague Visby Rules is compulsorily applicable, Carrier's liability shall not exceed US\$500 per Shipping Unit or

US\$2 per kilo of the gross weight of the Goods lost, damaged, or in respect of which the claim arises, or the value of such Goods, whichever is less.

(iv) Where a lesser monetary limitation is applicable, such as during handling by a Participating Carrier or independent contractor and damage occurs during its or their period of care, custody, control, and/or responsibility, the Carrier shall be entitled to avail itself of such lesser limitation.

(b) Ad Valorem - Declared Value of Package or Shipping Unit.

(i) To secure a due proportion between the charges it earns and the amount for which it may be responsible in the event of loss or damage to the Goods, Carrier has established its regular, lower rates and charges based on the limited value of the Goods as agreed herein. Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper before delivery to Carrier of the Goods for shipment, such higher value being inserted on the front of this Sea Waybill in the space provided and, if required by Carrier, extra freight, premiums, and other Charges paid. Unless the Merchant so declares the value of the Goods and pays ad valorem charges, the Merchant is deemed to have elected the regular, lower charges of Carrier, and to have agreed that, for purposes of computing any liability of Carrier, the limitations of liability set forth in Clause 6(a) hereof shall apply. In such case if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(ii) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to 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 quality, at such place and time.

(c) Definition of Package or Shipping Unit. Where a Container is used to consolidate Goods and such Container is Stuffed by Carrier, the number of packages or Shipping Units stated on the face of this Sea Waybill in the box provided shall be deemed the number of packages or Shipping Units for the purpose of any limit of liability per package or Shipping Unit provided in any applicable international convention or national Law relating to the carriage of goods by sea. Except as aforesaid the Container shall be considered the package or Shipping Unit. As to Goods shipped in bulk the limitation applicable thereto shall be the limitation provided in such Law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

(d) Valuables. The Carrier shall not be liable to any extent for any loss or damage to or in connection with platinum, gold, silver, jewelry, precious stones, precious metals, radioisotopes, precious chemicals, bullion, specie, currency, negotiable instruments, securities, writings, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature, or any other valuable Goods whatsoever, including Goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Carrier, and the same inserted in this Sea Waybill and ad valorem freight has been prepaid thereon.

(e) Fire Exemption. Neither Carrier nor any Person controlled by or under common control with Carrier shall be liable to answer for or make good any loss or damage to Goods occurring at any time (including

before loading on or after discharge from the Vessel) by reason or by means of any fire, wherever and howsoever occurring, unless such fire shall have been caused by the actual fault or privity of the Carrier or such Person, respectively. In any situation where such exemption from liability may not be permitted by Law, neither Carrier nor such Person shall be liable for any loss or damage by the fire unless caused by negligence, including that imputed by the Law, of Carrier or Person, respectively.

(f) Third Party Custody of Goods. Any other provision hereof to the contrary notwithstanding, Merchant agrees and acknowledges that (i) Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, mis-delivery, loss, or damage to the Goods occurring while the Goods are not in the actual possession of Carrier or of Carrier's agents and (ii) if Merchant directs that any Goods be moved from a container yard to a facility or the premises of any other third-party, and Goods are thereafter lost, stolen, or damaged, in whole or in part, while under the care, custody, or control of such third party or by a carrier that transports the Goods, Carrier shall have no liability for any such loss or damage whatsoever. If Merchant asserts a claim for such delay, non-delivery, mis-delivery, loss, damage, or any fault or negligence, and Carrier is required to defend against a claim or pay any claim related thereto, Merchant shall defend, indemnify and hold harmless the Carrier with respect thereto.

## 7 ROUTES AND DEVIATION; LIBERTIES.

(a) Without notice to the Merchant, the Carrier has the liberty to carry the Goods on or under deck and to choose or substitute the means, route, and procedure to be followed in the handling, stowage, storage, and transportation of the Goods, including deviations for purposes not directly necessary for a prompt and direct accomplishment of the Carriage. Carrier does not warrant any specific route, Vessel, method of transport, or delivery date.

(b) In any situation whatsoever, whether or not existing or anticipated before commencement of or during the transport of the Goods, which in the judgment of the Carrier (or any other Person who carries, handles, or stores or is to carry, handle, or store the Goods):

(i) has given or is likely to give rise to danger, injury, loss, hindrance, risk, difficulty, delay, or disadvantage of whatsoever nature to the Vessel, any vehicle or other means of transport, the Carrier, any other Person, the Goods, or any other property;

(ii) a Participating Carrier intended to be used for the Carriage suspends service for all or part of the intended Carriage;

(iii) the Carrier or the Carriage is adversely affected by a circumstance described in Clause 7(d) hereof, or there is a reasonable apprehension thereof;

(iv) a vendor of Goods not supplied by the Carrier asserts a legal right to recover, reclaim, or replevy such Goods;

(v) any Person constituting the Merchant files or becomes subject to proceedings in bankruptcy, receivership, or insolvency, to an assignment for the benefit of creditors, or any other similar proceeding or transaction;

(vi) Goods are seized by judicial or nonjudicial means, arrested, executed against, detained, requisitioned, or acquired by a Governmental Authority; or

(vii) has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Carrier or the Merchant to commence or continue the Carriage or to discharge the Goods at the intended port or place of discharge, or to transport the Goods by the route or in the manner originally intended by the Carrier, the Carrier at any time shall be entitled to do any or all of the following, without prior notice to Merchant: terminate the Carriage; store the Goods; transship or forward the Goods; divert the Goods; unpack Goods from their Containers; and, in the exercise of its reasonable discretion, dispose of the Goods in such way as the Carrier may deem advisable, and, without limiting the foregoing:

(w) Carrier shall be entitled, before the Goods are loaded on the Vessel or other mode of transport, to cancel this Sea Waybill without incurring liability to the Merchant or any other Person for compensation or damages, and to require the Merchant to take delivery of the Goods, and upon Merchant's failure to do so, to store the Goods anywhere;

(x) if the Goods are at a place awaiting transshipment, Carrier shall be entitled to terminate the Carriage there and to store the Goods at any place selected by the Carrier, transship or forward the Goods to an alternative destination, and, in the case of the circumstances set forth in Clause 7(b)(iv) hereof, transship or forward the relevant Goods to an alternative recipient designated by the relevant vendor;

(y) if the Goods are loaded on the Vessel or other mode of transport, Carrier shall be entitled to discharge the Goods or any part thereof at any port or place selected by the Carrier or to carry them back to the Port of Loading or Place of Receipt and there discharge them; and

(z) in the case of the circumstances set forth in Clause 7(d) hereof impose surcharges to cover all extra expenses (including extra insurance premiums and cost of diversion).

All actions under Clauses (w), (x), (y), or (z) above shall constitute complete and final delivery and full performance of the carriage performed pursuant to the terms of this Sea Waybill, and the Carrier thereafter shall be freed from any responsibility hereunder.

(c) If the Carrier makes arrangements to store, transship, or forward the Goods, it shall do so solely as agent of and for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of Carrier's acts or omissions as agent, and the Merchant shall reimburse the Carrier forthwith all extra freight charges and other extra expenses thereby incurred.

(d) The situations referred to in Clause 7(b)(iii) hereof shall include those caused by: the existence or apprehension of war (declared or undeclared), hostilities, warlike or belligerent acts or operations, riots, civil commotions, or other disturbances; closure of, obstacles in, or danger to any canal; blockade of port or place or prohibition of or restriction to commerce or trading; embargo; piracy; quarantine,

sanitary, or other similar regulations or restrictions; strikes, lockouts, or other labor troubles whether partial or general and whether or not involving employees of the Carrier or its subcontractors; congestion of port, dock, wharf, or any other place; shortage, absence, or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods; epidemics or diseases; Carrier making a determination that the Goods cannot be safely or properly carried further; or bad weather, shallow water, ice, landslip, or other obstacles in navigation or haulage.

(e) The Carrier shall have liberty to comply with orders, directions, regulations, recommendations, or suggestions as to departure, arrival, route, ports of call, stoppage, loading, discharge, handling, destination, reshipment, transshipment, deposit, or storage in any place or places, delivery, surrender, quarantine, disposal, or otherwise, howsoever given by any Governmental Authority or by any other Person having, under the terms of any insurance on the Vessel or the Goods, the right to give such order, directions, regulations, recommendations, or suggestions.

(f) The liberties set out in this Clause 7 may be invoked for any purpose whatsoever even if not connected with the Carriage covered by this Sea Waybill, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

(g) Promptly after invoking, or becoming aware of any Person who fulfills any part of the Carriage invoking, any liberties set out in this Clause 7, Carrier shall give notice thereof to Merchant. All additional freight and other Charges (including a reasonable recovery for Carrier's personnel and internal expenses) that are incurred as a result of any invocation of this Clause 7 shall be for the account of Merchant, who shall promptly pay the same. Such Charges and amounts that are incurred or recoverable hereunder in connection with a situation with regard to the Goods and other property may be reasonably allocated by Carrier between the Goods and such other property.

(h) Without limiting Merchant's other obligations under this Sea Waybill, Merchant shall defend, indemnify, and hold harmless the Carrier against all losses and liabilities suffered or incurred by the Carrier as a result of the circumstances referred to in this Clause 7.

## 8 MERCHANT'S RESPONSIBILITY

(a) The Particulars of the Goods set out on the face hereof and any Particulars or other representation appearing on the Goods, Containers, or other packages or documents relating thereto are furnished by the Merchant, and the Merchant warrants to the Carrier the accuracy and completeness of all such information including without limitation all verified gross mass requirements under the SOLAS Rules.

(b) Merchant warrants that it has complied with all applicable Laws and requirements of port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses, and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect, or insufficient marking, numbering, addressing, container weighing or any other Particulars of the Goods.

(c) Merchant warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regards to their nature and in compliance with all applicable Laws.

(d) Merchant shall be liable for the loss, damage, contamination, soiling, detention, or demurrage before, during, and after the Carriage of property (including Containers) of Carrier or any Person or Vessel that is caused by Merchant or any Person acting on Merchant's behalf or for which Merchant is otherwise responsible.

(e) Payment of any amounts due hereunder to a forwarder, broker, or any Person other than Carrier or its duly-authorized agent shall not be deemed payment to Carrier and shall be made at the payer's risk. Unless otherwise specifically agreed by Carrier, all amounts for which Merchant is liable to the Carrier are due upon demand. Merchant shall pay interest on any amounts owed to the Carrier that are not paid when due at one and one half percent (1.5%) per month (19.72% annum).

## 9 DANGEROUS GOODS, CONTRABAND

(a) Merchant warrants that the Goods are not, and shall not become, of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious, or dangerous nature, and agrees that such Goods shall be transported only upon the Carrier's acceptance (granted or withheld in its sole discretion) of a prior written application by shipper for the carriage of such Goods. Such application must accurately state the nature, name, label, and classification of the Goods, the method of rendering them innocuous, the full names and addresses of the shipper and Recipient of the Goods, and all certificates and other documents required by Law. Merchant shall not tender contraband for shipment.

(b) The Merchant shall ensure that the nature of the Goods referred to in the preceding paragraph is distinctly and permanently marked on the outside of their packages and Containers and shall submit the documents or certificates required by any applicable Laws or by the Carrier before tendering the Goods for shipment.

(c) Whenever Goods are discovered to have been received by the Carrier and the Merchant has not complied with Clauses 9(a) or (b) hereof, or the Goods are found to be contraband or prohibited by any applicable Laws, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Carrier's discretion without liability, and the Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, and liability, including general average and loss of freight and other Charges, and any other expenses directly or indirectly arising out of or resulting from such Goods or any action by Carrier authorized herein with respect to any Goods."

## 10 CONTAINERS

(a) Carrier shall not be liable for loss or damage to the Goods Stuffed in Containers:

(i) caused by the manner in which the Container has been Stuffed;

(ii) caused by the unsuitability of the Goods for carriage in Containers;

(iii) caused by the unsuitability or defective condition of the Container; or



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

(b) As to Containers Stuffed by Carrier, this Sea Waybill is prima facie evidence of the receipt only of the number of packages, Shipping Units, or Containers as shown on the face hereof. As to other Containers, this Sea Waybill is conclusive evidence of such matters. In all cases, the nature, order, and condition of the contents and any Particulars are unknown to the Carrier, who has no responsibility in respect thereof.

(c) If the Containers are delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Containers except to the extent that the Containers have been penetrated while in the custody of Carrier under circumstances for which it is liable.

(d) Carrier shall be at liberty to open all Containers and inspect the contents of the Containers without notice to the Merchant at such times and places as the Carrier may deem appropriate, and all expenses incurred therefrom shall be reimbursed to the Carrier or borne directly by the Merchant. In case the seals of Containers are broken by Governmental Authorities or other authorities for inspection of the contents of the Containers, the Carrier shall not be liable for any loss, damage, expenses, or any other consequences arising or resulting therefrom.

(e) Merchant shall return all Containers in the same order and conditions as handed over to Merchant (normal wear and tear excepted), with interiors clean, and prior to the accrual of any demurrage, detention, or other delay charges.

## 11 SPECIAL CONTAINERS

(a) Merchant warrants that it has not tendered for transportation any Goods which require temperature, humidity, ventilation, or other control without previously having made special arrangements with the Carrier in writing, including for the payment of additional freight (and filling in the appropriate box on the front of this Sea Waybill with respect to their nature and particular temperature or other range to be maintained). In the absence of such special arrangements, Carrier may treat the Goods or Containers only as ordinary Goods or Containers, respectively. In the case of temperature-, or humidity-, or ventilation-controlled Containers Stuffed by or on behalf of Merchant, Merchant further warrants that the Containers are and shall remain throughout the Carriage in proper functioning order and have been delivered to the Carrier at the proper internal temperature, humidity, ventilation, or other control conditions, that the Goods have been properly Stuffed in the Container, and that its controls have been properly set by Merchant before receipt of the Goods by Carrier.

(b) Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage, or other failure of the temperature, humidity, or ventilation controlling machinery, plant, insulation, or any other apparatus of the Containers, provided that Carrier shall maintain the settings of temperature-, humidity-, ventilation-, or other controlled Containers as required in Clause 11(c) hereof.

(c) If the Goods have been packed into temperature-, humidity-, ventilation-, or other controlled Containers by the Carrier and the particular temperature and humidity range requested by the Merchant is inserted in the Sea Waybill, then Carrier will use due diligence to set the controls within the requested ranges but does not guarantee the maintenance of such temperature and humidity conditions inside the Containers. The Carrier shall not be liable for any loss or damage occasioned by temperature, humidity, defects or insufficiency in or accidents to or explosion, breakdown, failure, or inoperability of any refrigeration, heating, cooling, humidity control, ventilation, or other control unit, including lack of fuel or power or interruption in fuel or power supply for any reason, unless shown to have been caused by the failure of the Carrier to exercise due diligence to properly operate temperature-, humidity-, ventilation-, or other controlled Containers.

## 12 STORAGE OF GENERAL CARGO.

Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space, or any other covered space commonly used in the trade and suitable for the carriage of Goods, or on deck as provided in Clause 13 hereof, and when so stowed shall be deemed for all purposes to be stowed under deck.

## 13 DECK CARGO, LIVE ANIMALS AND PLANTS, PERISHABLES.

(a) The Carrier has the right to carry the Goods in Containers under the deck or on deck, whether or not so stated herein.

(b) When the Goods are carried on deck, the Carrier shall not be required to specially note, mark, or stamp any statement of on deck stowage on the face hereof, any custom or usage to the contrary notwithstanding. Carrier shall not be liable in any capacity whatsoever for any non-delivery, misdelivery, delay, or loss of or damage to Goods which are carried on deck and specially stated herein to be so carried, whether or not caused by Carrier's negligence, the Vessel's unseaworthiness, or other reasons.

(c) The Carrier shall not be responsible for any accident, disease, mortality, loss, injury, or damage to live animals, birds, reptiles, fish, plants (including fruits and vegetables), or other perishable Goods arising from any cause whatsoever.

## 14 DELIVERY

(a) Without giving notice of either arrival or discharge, Carrier may discharge the Goods direct as they come to hand, at or onto any dock, wharf, craft, or place that the Carrier may select, and continuously, Saturdays, Sundays, and holidays included, at all such hours by day or night as the Carrier may determine no matter what the state of the weather or custom or rule of the port may be. Delivery of the Goods shall be received by the Recipient directly from the ship's tackle as the Goods come to hand in unloading or as soon as available if discharged on Carrier's dock or wharf. The Carrier shall not be liable in any respect whatsoever if temperature-, humidity-, ventilation-, or other control facilities or equipment shall not be furnished during loading or discharge or before loading or after discharge, including any part of the time that the Goods are upon or at the dock, wharf, craft, or other place of loading, discharge, or storage. All lighterage and use of craft in loading or discharging shall be at the risk and expense of the Merchant, and all Charges incurred thereby shall be paid by Merchant in addition to freight. Landing and delivery charges and pier dues shall be at the expense of the Merchant and shall be

paid by Merchant in addition to freight. If the Goods are not taken away by the Recipient by the expiration of the next working day after the Goods are at Merchant's disposal, the Goods may, at Carrier's option and subject to Carrier's lien, be placed in storage or be permitted to lie where landed, but always at the expense and risk of the Merchant and Goods. The responsibility of the Carrier in any capacity shall altogether cease and the Goods shall be considered to be delivered and at their own risk and expense in every respect when taken into custody of customs or other Governmental Authorities. The Carrier shall not be required to give any notification of delivery or disposition of the Goods. In all cases, delivery or release of the Goods will be made to the Recipient or its representative without the need to produce or surrender this Sea Waybill. Without limiting Carrier's other rights herein, Carrier satisfies its delivery obligation by delivering or releasing the Goods to a Person whom Carrier believes in good faith is the Recipient or an authorized agent of the Recipient.

(b) In case the Goods received by Carrier are in Containers into which the contents have been Stuffed by or on behalf of the Merchant, the Carrier shall only be responsible for delivery of the total number of Containers shown on the face hereof, and shall not be required to unpack the Containers and deliver the contents thereof, in any manner; provided, however, that upon the Merchant's demand in writing reaching the Carrier at least three days prior to the scheduled date of arrival of the Vessel at the Port of Discharge, and if the Carrier agrees in the exercise of its sole discretion, Containers may be unpacked and the contents thereof may be delivered by the Carrier to one or more recipients in accordance with the written instructions, in which case if the seal of the Containers is intact at the time of unpacking, all the Carrier's obligations hereunder shall be deemed to have been discharged and the Carrier shall not be responsible for any loss or damage to the contents arising or resulting from such delivery and the Merchant shall be liable for an appropriate adjustment of the freight and additional charges incurred. In case the Goods have been Stuffed into Containers by the Carrier, the Carrier may unpack the Containers and deliver the contents thereof and shall not be required to deliver the Goods in Containers. Goods may be delivered to the Merchant in Containers, in which case if the Containers are delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be responsible for any loss of or damage to the contents of the Containers. Delivery as provided for in this paragraph shall be granted only when arranged prior to Carrier's receipt of the Goods and if expressly provided for herein. The Merchant desiring to avail itself of the delivery as provided in this paragraph must give notice in writing to the Carrier at the first port of call of the Vessel named in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional ports at the Carrier's option and the Carrier's responsibility shall then cease.

(c) The Merchant warrants to the Carrier that the marks on the Goods, packing, and Containers correspond to the marks shown on the Sea Waybill and also in all respects comply with all the Laws in force at the Port of Discharge and Place of Delivery and shall defend, indemnify, and hold harmless the Carrier against all loss, damage, expenses, penalties, and fines arising or resulting from incorrectness or incompleteness thereof.

(d) Goods which cannot be identified as to marks and numbers, cargo sweepings, liquid residue, and unclaimed Goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various Merchants and Recipients of Goods of like character, in proportion to any apparent shortage, loss of weight, or damage, and such Goods or parts thereof shall be accepted as full and complete delivery.

(e) The term “apparent good order and condition” when used in this Sea Waybill with respect to iron, steel, metal, or wood products does not mean that such Goods, when received, were free of visible rust, mold or moisture staining, chafing, and/or breakage, or when used with reference to baled wood products or baled cotton does not mean that the covers thereon were not torn or that the bands thereon were free of visible rust or moisture. In any event Merchant acknowledges and agrees that rust, oxidation, or condensation inside any Container is not Carrier’s responsibility, unless such condition arises out of Carrier’s failure to provide a seaworthy Container prior to loading. Prior to Carrier’s receipt of any Goods, Merchant may request in writing special arrangements for Goods subject to any of the foregoing conditions, such arrangements must be noted on this Sea Waybill, and Merchant shall pay all special freight for such special arrangement.

## 15 CHARGES

(a) Charges shall be deemed fully earned on receipt of the Goods by Carrier and shall be paid and non-returnable in any event. At Carrier’s option, Charges may be calculated on the basis of the Particulars of the Goods furnished by the Merchant who shall be deemed to have guaranteed to the Carrier the accuracy of all Particulars of the Goods as furnished by Merchant at the time of receipt of the Goods by the Carrier. In case of any incorrect or incomplete (including failure to furnish) declaration of any of the Particulars of the Goods including without limitation all verified gross mass requirements for the Goods as required under the SOLAS Rules which shall remain the Merchant’s sole responsibility, the Merchant shall be liable for and bound to pay to the Carrier (i) the balance of freight between the freight charged and that which would have been due had the correct Particulars been given, plus (ii) (because of the difficulty in ascertaining Carrier’s additional damages) as and by way of liquidated and ascertained damages, a sum equal to the correct freight and (iii) for any additional costs or delays incurred by Carrier including detention, demurrage, additional re-weighing or verification fees, and quayside rent charges . Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, re-weigh, re-count, re-measure, and re-value the Goods, and if any Particulars are found by Carrier to be incorrect, Merchant shall pay Carrier the correct Charges (credit being given for the Charges already charged) and the expenses incurred by Carrier in establishing the correct Particulars.

(b) Full freight to the Port of Discharge or Place of Delivery named herein shall be prepaid or shall be collected at destination. The Carrier shall be entitled to all freight and other Charges due hereunder, and to receive and retain it irrevocably under any circumstances whatsoever, whether or not the Vessel or the Goods are damaged or lost, or the Carriage is interrupted or abandoned. Full freight shall be paid for damaged, destroyed, or unsound Goods.

(c) The payment of freight or other Charges shall be made in full, in cash without any offset, recoupment, abatement, counterclaim, or deduction. Where freight is payable at the Port of Discharge or Place of Delivery, such freight and all other Charges shall be paid in the currency named in this Sea Waybill or, at Carrier’s option, in other currency.

(d) Goods once received by the Carrier cannot be taken away or disposed of by the Merchant or vendor of the Goods except upon the Carrier’s consent and against payment of full freight and compensation for any loss sustained by the Carrier through such taking away or disposal. If the Goods are not available when the Vessel is ready to load, the Carrier is relieved of any obligation to load such Goods and the Vessel may leave port without further notice, and dead freight shall be paid by the Merchant.

(e) The Merchant shall be liable for, and indemnify the Carrier against: (i) all dues, duties, imposts, taxes, and charges including consular fees levied on the Goods; (ii) all fines and losses sustained or incurred by the Carrier in connection with the Goods howsoever caused, including the Merchant's failure to comply with Laws, including without limitation the SOLAS Rules, or directions or recommendations of Governmental Authorities or others in connection with the Goods, or Merchant's failure to procure consular, health, or other certificates or other documentation to accompany the Goods; and (iii) Carrier's expenses incurred due to the seizure of Goods by judicial or nonjudicial means, or if the Goods are arrested, executed against, detained, requisitioned, or acquired by a Governmental Authority. The Merchant shall be liable for return freight and Charges on the Goods refused exportation or importation by any Governmental Authorities. If the Carrier is of the opinion that the Goods stand in need of sorting, inspecting, cooerage, bailing, repackaging, mending, repairing, or reconditioning or require other protection or care, the Carrier may carry out such work at the expense of the Merchant and the Goods. The Merchant authorizes the Carrier to incur and pay all such Charges and expenses and to do any matters mentioned above at the expense of and as agents for the Merchant and to engage other Persons to regain or seek to regain possession of the Goods and do all things deemed advisable for the benefit of the Goods.

(f) All Persons constituting the Merchant shall be jointly and severally liable to the Carrier for the payment of all Charges and for the payment and performance of the obligations and indebtedness of each of them hereunder.

#### 16 LIEN

(a) Carrier shall have a continuing general lien – which shall survive delivery – upon all Goods and documents related to the Goods that are in its possession, custody, or control, or en route, for all amounts now or hereafter owed to Carrier by Merchant, including:

(i) all Charges and other amounts owed pursuant to this Sea Waybill or any agreement preliminary hereto (including General Average and Merchant's indemnity obligations);

(ii) amounts due to Carrier by Merchant under any other sea waybill, any bill of lading, contract of carriage, or any other agreement of any type;

(iii) all damages, duties, fines, penalties, or advances in connection with the Carriage of the Goods or any other property;

(iv) Merchant's obligations to defend, indemnify and hold harmless in connection with the Goods or Carriage; and

(v) all other sums whatsoever payable by or chargeable to or for the account of the Merchant under this Sea Waybill or any contract preliminary hereto, including the attorneys' fees, and other costs and expenses incurred in recovering any of the foregoing. Without limiting the foregoing, Carrier may withhold delivery and store the Goods at Merchant's expense if Merchant is in default of any obligation to Carrier whether or not it is related to the Carriage, the Goods, or this Sea Waybill. Carrier's lien as provided for in this Clause 16 supplements Carrier's other rights under all other agreements, under U.S. maritime law, or other applicable Law and can be extinguished only by full and indefeasible payment of all secured amounts. If for any reason delivery is made prior to payment of all amounts secured by Carrier's lien, then

notwithstanding the absence of any notice, Merchant acknowledges and agrees that Carrier retains constructive possession of the Goods until Carrier's lien is satisfied as aforesaid. If Merchant defaults in the payment or performance of any such obligations or indebtedness, then Carrier may sell the Goods by public auction or private sale. Any notice required by Law to be given by Carrier of a sale or other intended action with respect to any Goods or documents, made by sending same to Merchant at least ten days prior to any proposed action shall constitute fair, reasonable, and adequate notice to Merchant. Without limiting Carrier's rights under any Law, no advance notice is required if the Goods to be sold are perishable or subject to rapid deterioration or are of a type sold on a recognized market. If, on sale of the Goods, the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

(b) Without limiting the foregoing, if the Goods are unclaimed for 14 days, or whenever in the Carrier's opinion, the Goods are perishable or subject to deterioration, or are worthless, the Carrier may, at its discretion and subject to its lien and without any responsibility attaching to it, sell, abandon, or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

#### 17 BOTH TO BLAME COLLISION

If the Vessel comes into collision with another ship as a result of negligence of the other ship and any act, neglect, or default of the master, mariners, pilot, or the servants of the Vessel in the navigation or in the management of the Vessel, the Merchant shall defend, indemnify, and hold harmless the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as much loss or liability represents loss of, or damage to, or any claim whatsoever to the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

#### 18. GENERAL AVERAGE

Merchant shall defend, indemnify, and hold harmless the Carrier in respect of all claims of a general average nature which may be asserted against Carrier with respect to the Goods and prior to delivery of any Goods shall provide such security (including cash deposits) as may be required by the Carrier in this connection.

#### 19 NEW JASON CLAUSE

In the event of accident, danger, damage, or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by Law, contract, or otherwise, the Merchant shall jointly and severally contribute with the Participating Carrier in general average to the payment of any sacrifices, loss, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. Merchant shall pay its contribution to general average even when such average is the result of fault, neglect, or error of the master, pilot, or crew. Merchant expressly renounces all Laws which might otherwise apply.

#### 20 HIMALAYA CLAUSE

Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever other than Carrier, including the Carrier's servants or agents, any independent contractors (at any time) and their servants or agents, Participating Carriers, 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 attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage, and if any claim or allegation should nevertheless be made, to defend, indemnify, and hold harmless Carrier against all consequences thereof. Without limiting 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 its benefit. It is understood and agreed that if it should be adjudged that any Person other 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 are being handled or are damaged directly or indirectly during any handling, all exemptions, limitations of, and exonerations from liability provided by Law or by the terms and conditions hereof shall be available to all agents, servants, employees, representatives, Participating Carriers (including road, rail, water and air carriers), stevedores, terminal operators, warehousemen, crane operators, watchmen, carpenters, ship cleaners, surveyors, and independent contractors (at each tier) inclusive of all Persons providing any service whatsoever, regardless for whom acting or by whom retained and paid, it being always understood that such Persons and Vessels are not entitled to any greater or further exemptions, limitations of, or exonerations from liability than those that the Carrier has under this Sea Waybill in any given situation. The Merchant shall defend, indemnify, and hold harmless the Carrier against all claims which may be made upon the Carrier by any Participating Carrier, servant, agent, or subcontractor of the Carrier (at any tier) in relation to the claim against any such Person made by the Merchant.

## 21 LEGAL COMPLIANCE

The Merchant represents and warrants that it and the Goods are in compliance with all applicable Laws and regulations, including anti-corruption, export control, and anti-terrorism Laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the International Traffic in Arms Regulations administered by the U.S. State Department's Directorate of Defense Trade Controls, U.S. Export Administration Regulations administered by the U.S. Commerce Department's Bureau of Industry and Security, the U.S. Anti-Boycott regulations, the various U.S. economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control, and that the information that Merchant provided to Carrier in connection with Merchant's compliance with all such applicable Laws is true and complete. The Merchant shall also comply with all applicable Laws of any other country to, from, through, or over which the Goods may be carried, including all applicable Laws relating to the packing, SOLAS Rules relating to the verified gross mass of containers, carriage, or delivery of the Goods. Merchant represents and warrants that the export jurisdiction and classification of the Goods is correct and that it shall immediately notify Carrier in writing of any changes to such information. Pursuant to the foregoing, Merchant shall furnish such information and attach documents to this Sea Waybill as may be necessary to comply with all applicable Laws. Merchant shall indemnify and hold Carrier harmless against any and all claims, losses, or damages arising from the conduct of Merchant or any of its officers, directors, employees, agents, owners, shareholders, or other Persons acting for or with Merchant that constitutes a violation of Merchant's obligations, representations, and warranties contained herein.

## 22 U.S. SECURITY

If the Vessel calls in the United States, including any United States territory, the following provisions shall apply with respect to applicable Law or measures:

- (a) Each delay suffered or time lost in obtaining the entry and exit clearances from the relevant Governmental Authorities shall be counted as time of detention.
- (b) All expenses or additional fees related to any of the Goods, even if levied against the Vessel, that arise out of security measures imposed at the loading or discharging port shall be for the Merchant's account.

## 23 LIMITATION OF LIABILITY

All claims for which the Carrier may be liable shall be adjusted and settled on the basis of Merchant's net invoice cost, plus freight and cargo insurance premium, if paid. In no event shall the Carrier be liable for any indirect, incidental, delay, consequential, punitive, statutory, or special damages, including lost profits, income or opportunity, whatsoever and howsoever caused, even if Carrier is on notice of the possibility of such damages or for the acts or omissions of any other person. These limitations and exclusions are effective even if they cause any permitted remedy to fail of its essential purpose. Carrier does not undertake that the Goods shall arrive at any particular time or meet any particular market or use. Without prejudice to the foregoing, if Carrier is found liable for delay, liability shall be limited to the freight charges applicable to the relevant stage of the Carriage.

## 24. INDEMNITY

Without limiting Merchant's other indemnity obligations under this Sea Waybill, Merchant agrees to indemnify and hold harmless the Carrier from and against all charges, claims, damages, liabilities, costs, expenses, or other payments or losses (including purchase price, freight, storage, demurrage, detention, duties, taxes, fines, penalties, consequential or exemplary damages, or other money, and including the Carrier's litigation expenses and reasonable attorneys' fees) incurred by the Carrier in connection with or arising from any one or more of:

- (i) any breach of any representation, warranty, indemnity, or covenant by Merchant, including any failure of the Merchant to pay or perform its obligations to the Carrier or to any third party (including any carrier, vendor, vendee, party to the agreement evidenced by this Sea Waybill, Governmental Authority, or other Person);
- (ii) any other claim by any such third party;
- (iii) all claims and liabilities and all expenses arising from the Carriage insofar as such claim or liability exceeds Carrier's liability under this Sea Waybill;
- (iv) breach of the applicable tariff or this Sea Waybill by Merchant; and
- (iv) the negligence, gross negligence, willful misconduct, or unlawful acts or omissions of Merchant. The confiscation or detention of the Goods or other property by any third party shall not affect or diminish the Merchant's liability to the Carrier to pay all charges or other money due promptly upon demand. All obligations of the Merchant in this Sea Waybill to indemnify Carrier are deemed to include the obligations to defend and to hold harmless. Throughout this Sea Waybill, where the Merchant is stated to have an obligation to defend, indemnify, and hold harmless the Carrier, the Carrier may tender defense of the matter to



the Merchant, or may select counsel of Carrier's choosing, giving notice of the selection to the Merchant, and defend the matter, and the Merchant shall timely pay all expenses incurred thereby, including attorneys' fees and all other reasonable costs and expenses related thereto.

25 PROJECT, NON CONTAINERIZED, BREAK BULK, BULK, AND HEAVY LIFT GOODS

When Carrier undertakes the Carriage of project, non containerized, break bulk, bulk, and other heavy lift Goods, Carrier is undertaking such work pursuant to Carrier's Project Cargo Terms and Conditions, including the limitations of liability set forth therein, all of which are hereby incorporated by reference. Carrier's Project Cargo Terms and Conditions can be found at [www.expeditors.com](http://www.expeditors.com).

26 NOTICE OF CLAIM AND TIME FOR SUIT

Unless notice of loss or damage and the general nature of such loss or damage is given in writing to the Carrier at the Port of Discharge or Place of Delivery, or at the Carrier's address shown on the Sea Waybill, before or at the time of delivery of the Goods or, if the loss or damage is not readily apparent, within three days after delivery, the Goods shall be deemed to have been delivered as described in the Sea Waybill. In any event the Carrier shall be discharged from all liability, including liability in respect of non-delivery, misdelivery, delay, loss, damage, or any fault or negligence, unless suit is filed against the Carrier within one year after the earlier of delivery or release of the Goods or the date when the Goods should have been delivered or released."

27 LAW; DISPUTES; VENUE; SEVERABILITY; ETC.

(a) This Sea Waybill shall be governed by and construed in accordance with the internal Laws of the State of Washington (excluding its Laws relating to conflicts of law), except as the same may be governed by the federal Law of the United States. MERCHANT IRREVOCABLY CONSENTS TO NON-EXCLUSIVE JURISDICTION AND VENUE FOR LEGAL PROCEEDINGS RELATED TO ALL CLAIMS AND DISPUTES ARISING FROM OR IN CONNECTION WITH THIS SEA WAYBILL OR THE GOODS, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN STATUTES, REGULATIONS, OR COMMON LAW, IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON OR THE SUPERIOR COURT OF THE STATE OF WASHINGTON SITTING IN KING COUNTY. MERCHANT AND CARRIER HEREBY CONSENT TO THE COMMENCEMENT AND TRANSFER OF ALL SUCH LEGAL PROCEEDINGS TO SUCH COURTS. Merchant irrevocably consents to the commencement and to the transfer of venue in any or all such actions to any other venue in which Carrier is party to a legal action brought by itself or a third party that arises from or is connected with the Goods, their carriage, loading, unloading, handling, or storage, or loss, damage, or delay related to any of the Goods. The Merchant waives all defenses based on inconvenience of forum in all actions commenced in the venues agreed to under this Sea Waybill. Merchant shall pay all costs incurred by Carrier (including attorneys' fees and expenses) in connection with any dispute between Carrier and Merchant (including for transfers of venue, for appeals, and in bankruptcy and receivership proceedings).

(b) If any provision of this Sea Waybill, or the application to any circumstance, Person, or place, is held to be unenforceable, invalid, or void by a court or other tribunal of competent jurisdiction, such provision shall be severed therefrom or shall be reformed only to the extent necessary to be

enforceable to such circumstance, Person, or place; and such provision as applied to other circumstances, Persons, or places, and the remainder of this Sea Waybill, shall remain in full force and effect.

(c) The Carrier's rights and remedies provided in this Sea Waybill or otherwise existing or arising by agreement, at law, in equity or admiralty, or otherwise, are cumulative. All of Carrier's rights and remedies may be exercised, wholly or in part, from time to time, as often, and in any order as Carrier chooses, and the exercise or the beginning of the exercise of any right or remedy shall not be construed to be an election of rights or remedies, or a waiver of the right to exercise at the same time or thereafter any other right or remedy. None of Carrier's rights under this Sea Waybill shall be construed to impose any obligation on Carrier. No delay or omission by Carrier in the exercise of any right or remedy accruing upon any default shall impair any such right or remedy or be construed to be a waiver of any right to take advantage of any such future event or of any such past default. In case Carrier proceeds to enforce any right or remedy, and such enforcement is discontinued or abandoned for any reason or is determined adversely to Carrier then, and in every such case, Carrier and Merchant shall be restored to their former positions and rights and all rights and remedies shall continue as if no such proceedings had been taken.

28. AMENDMENTS AND WAIVERS. No amendment or waiver of any provision of this Sea Waybill and no consent to any departure therefrom shall be effective against Carrier except by means of a writing signed by a duly-authorized representative of Carrier. Waivers or consents by Carrier shall be effective only in the specific instances and for the specific purposes for which they are given. This Sea Waybill shall not be deemed amended, modified, qualified, or supplemented by any course of dealing or course of performance.

29. CARRIER TARIFF. Copies of Carrier's tariff are obtainable from Carrier upon request or where applicable from the Federal Maritime Commission or other government agency with whom its tariff has been filed. Carrier may from time to time change the terms of this Sea Waybill. The current and applicable terms of this Sea Waybill can be found on Carrier's website at [www.expeditors.com](http://www.expeditors.com) and may differ from the pre-printed terms for the Sea Waybill. In the event of a conflict between the terms of this Sea Waybill and the updated version in Carrier's tariff in effect on the date that cargo is received by Carrier for transport under this Sea Waybill, the updated version shall control.

30. DATA PROTECTION. Merchant represents and warrants that it complies with all applicable privacy and data protection laws with respect to personally identifiable information about individual contacts of Merchant and clients of Merchant ("Merchant Data") that Merchant provides to Carrier to allow Carrier to perform services. Merchant acts as a "data controller" or an equivalent term under applicable Law with respect to Merchant Data. Merchant further represents and warrants that it has obtained the proper consent from all data subjects to the disclosure and transfer of Merchant Data to Carrier. In providing services to Merchant, Carrier may process Merchant Data and thus act as a "data processor" or an equivalent term under applicable Law with respect to such data and will process Merchant Data in accordance with lawful instructions from Merchant. Carrier may use Merchant Data as part of its Merchant account opening and general administration process (e.g., in order to carry out compliance, financial checks, invoicing, or debt recovery), and otherwise in performing services. For purposes herein, the information may be transferred to or accessible from Carrier's offices around the world.

31. FORCE MAJEURE. Carrier is not liable for loss, damage, expense, delay, or nonperformance resulting in whole or in part from circumstances beyond the control of Carrier, including without limitation: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by a Merchant or anyone else who may have an interest in the goods, (viii) acts by any Governmental Authority, including denial or cancellation of any import, export or other necessary license; or (ix) strikes, lockouts, slowdowns or other labor conflicts."

#### 8-7 PORT CONGESTION, LABOR UNREST TERMINAL SHUTDOWNS NOT UNDER CARRIER CONTROL

Surcharges assessed by underlying ocean carrier for port congestion, labor unrest or terminal slowdowns, which are not under Carrier's control, shall be for the account of the cargo, and shall be billed separately from the ocean freight charges under this tariff.

#### 8-8 PORT CONGESTION SURCHARGE

In the event that the PORT CONGESTION SURCHARGE is imposed, Carrier will assess an additional \$250 fee to cover its administrative costs.

#### 9 FREIGHT FORWARDER COMPENSATION

Carrier does not pay freight forwarder compensation.

#### 10 SURCHARGES AND ARBITRARIES

Each surcharge, arbitrary or differential, expressed in terms of a percentage, published to apply in these tariff rules will be computed separately in accordance with the applicable tariff provisions: and further, each such surcharge or arbitrary will be noted separately on the bill of lading. At no time will any two or more surcharges or arbitrary, expressed in terms of a percentage, be combined or compounded in any manner.

#### CHASSIS USAGE CHARGE

Except as otherwise noted, all rates shown herein are subject to a chassis usage charge:

##### Chassis Usage Surcharge

I) Carrier is under no obligation to provide a chassis. If a customer uses its own chassis or if carrier otherwise is unable to provide a chassis, the chassis usage charge will not apply. In the event carrier agrees to provide a chassis and is unable to do so, carrier shall refund to the cargo interest any charge already paid with respect to that chassis and the carrier shall have no other liability with respect thereto.

II) The chassis usage charge shall be shown on the bill of lading or freight invoice and shall be paid by the cargo interest along with ocean freight. The shipper and the consignee shall be jointly and severally liable for the payment of all chassis usage charges assessed pursuant to this rule. This liability shall be imposed notwithstanding whether these parties have executed any equipment interchange agreement with the

carrier and notwithstanding whether any equipment interchange agreement relating to such equipment provides for such liability.

#### BUNKER CHARGE

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

#### LOW SULFUR FUEL CHARGE

Except as otherwise provided, all rates shown herein are subject to a low sulfur fuel charge as noted

#### JAPAN DOCUMENTATION FEE

Any consignment from or to a port in Japan is subject to a documentation fee as noted per bill of lading or per delivery order

#### EMERGENCY BUNKER CHARGE

Except as otherwise provided all rates shown herein are subject to emergency bunker charge as noted

#### ARBITRARIES

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

#### PEAK SEASON CHARGE

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

#### ISPS CARRIER CHARGE

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

#### INLAND FUEL CHARGE

An IFC inland fuel charge shall be payable to the carrier for any intermodal shipment by either mini land bridge or local store door truck moves. Carrier may hold shipper and or consignee named in it's bill of lading jointly and severally liable for payment of this charge.

#### GULF OF ADEN CHARGE

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

#### RATE RESTORATION CHARGE

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

#### EQUIPMENT REPOSITIONING CHARGE

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

#### EMERGENCY REVENUE CHARGE

The emergency revenue charge (ERC) will be applicable for origins and destination ports as noted.

#### CURRENCY CHARGE

Except as otherwise provide, all rates shown herein are subject to a currency charge as noted.

#### ALMEDA CORRIDOR CHARGE

Almeda corridor charge will be assessed for shipments routed through the ports of long beach and los angeles. Surcharge is in addition to all applicable tariff rates and charges as noted.

#### CARRIER SECURITY FEE

A Carrier Security Fee (CSF) of USD 15.00 per Container will be assessed on all cargo To US Territory.

#### PANAMA CANAL SURCHARGE

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

### 11 MINIMUM QUANTITY RATES FOR INBOUND and OUTBOUND USA CARGO

#### 11-1 MINIMUM QUANTITY RATES FOR INBOUND

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 may 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.

#### 11-2 MINIMUM QUANTITY RATES FOR OUTBOUND USA CARGO

Any commodity which provides rates on a specified minimum tonnage, the rate will also apply on shipments of a lesser quantity than the specified minimum tonnage provided the revenue is not less than the amount that would have accrued to the carrier at applicable rates under the specified minimum tonnage.

12 TRANSSHIPMENT USA CARGO

12-1 TRANSSHIPMENT FOR INBOUND USA CARGO

Carrier stands expressly authorized at its sole discretion for any purpose whatsoever and without notice, to transfer the goods from the container or the container vessel, and any such transfer, movement or substitution shall be deemed to be within the contract voyage and not a deviation therefrom.

12-2 TRANSSHIPMENT FOR OUTBOUND USA CARGO

Not Applicable.

13 CO-LOADING IN FOREIGN COMMERCE

A. DEFINITION - For the purposes of this Rule, ""Co-Loading"" means, pursuant to FMC Rule 46 CFR Part 514.15(b) (14), the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCCs for tendering to an ocean carrier under the name of one or more of the NVOCCs by means of a carrier-to-carrier or shipper-to-carrier relationship.

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

C. 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.

14 OPEN RATES IN FOREIGN COMMERCE

Not Applicable.

15 HAZARDOUS CARGO

The carrier in his sole discretion shall have the right to refuse to carry any cargo which by reason of its quality, packaging, condition, ingredient, explosive, inflammable, noxious or dangerous nature or objectionable character, cause damage, injury or detriment to the goods of the vessel and its cargo, crew and/or passengers.

Particulars must be furnished in writing to the carrier on items whether or not enumerated in this tariff where CAUTION should be added.

If the carrier exercises his option to accept cargo of the aforescribed nature, it will be accepted and carried only subject to special booking arrangements with the carrier.

Explosives, or Dangerous cargo, if accepted for transportation, must be packed by the shipper and delivered to the carrier in accordance with all applicable rules, regulation and licensing governing the safe handling and transport of dangerous cargo.

16 PROHIBITED OR RESTRICTED ARTICLES FOR INBOUND USA CARGO AND OUTBOUND USA CARGO

Unless otherwise specifically provided, the following articles will not be accepted for transportation:

1. Explosives, inflammable, dangerous or objectionable goods accepted for transportation only after prior booking arrangements made and accepted by Carrier, which reserves the right to accept or transport goods which in its judgment are objectionable or likely to injure the vessel, docks or other cargo or stowage. Such cargo, if accepted, must conform completely with the requirements set forth in the regulations provided in Rule 16.
2. Freight which because of its inherent vice, likely to contaminate or otherwise damage containers or other cargo.
3. Live animals, or fowl, or birds, domestic or wild.
4. Freight which requires protection from heat or cold.
5. All goods, including letters, parcels, packages or pieces, with or without postage stamps affixed, which prior to receipt by carrier, received by and entered into any U.S. Post Office.
6. Bank Bills, coin or currency, deeds, drafts, notes or valuable paper of any kind; jewelry including costume or novelty jewelry; postage stamps or letters and packets of letters with or without postage stamps affixed<sup>3B</sup> 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\ extra ordinary value.
7. Evergreens, decorative, cut. N.O.S., holly, mistletoe, huckleberry foliage, ground pine or evergreen moss, when tendered loose not in packages.
8. Ammunition.

17 GREEN SALTED HIDES IN FOREIGN COMMERCE

Not Applicable.

18 RETURNED CARGO

No Special Provisions. Carrier Reserves the right to retain consignee approval before accepting collect cargo.

A. COMMERCIAL CARGO Shipments arriving in the United states on vessels and returned to port(s) of origin in original packing within six (6) months after arrival in the United States will receive the benefit of inward (Eastbound) freight rates appearing in applicable inward Tariff(s) subject to a minimum of \$43.00 per ton as freighted unless the outward (Westbound) rates

appearing herein are lower, in which event the lower rates will apply. Shippers and/or cargo interests must submit copy of the Bill of Lading as evidence of the original inward movement.

#### B. INTERNATIONAL FAIRS, EXHIBITIONS AND EXPOSITIONS

Exhibits being returned to any port within the scope of this Tariff shall be freighted at 50% of the rate herein applicable to the item/commodity, subject to a minimum of \$56.75 W/M (Full Heavy Lift and/or Extra Length Charges to apply) provided that:</p>

1. The name of the fair, Exhibition or Exposition has been filed with, and approved by, the carrier at, or prior to, the time of the return movement; and
2. Documentary proof from the authorities of the fair, Exhibition or Exposition has been supplied that the goods were in exhibit; and
3. The Westbound shipment was carried on a vessel of the carrier; and
4. The goods are returned within a maximum period of one (1) calendar year after arrival at a port within the scope of this Tariff.

#### 19 SHIPPERS REQUESTS OR COMPLAINTS

Expeditors at its discretion will consider a shipper's request or complaint, and advise shipper as to any action taken on such request or complaint. Shippers desiring to present requests or complaints should submit the same, in writing, to the Carrier's office, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Where a request or complaint relates to a rate of the Carrier, it is suggested that the shipper utilize the over charge claims form page of this tariff. Additional copies of the form may be obtained from the Carrier. Should further information be required by the Carrier in order that full consideration may be given to the request or complaint, the shipper will be notified.

All such requests and complaints should be addressed to:

Expeditors International of WA, Inc.

Attn. Tariff Administrator

1015 Third Avenue, 12th Floor

Seattle, WA 98104



20 OVERCHARGE CLAIMS

A. Claims seeking the refund of freight overcharges may be filed, pursuant to Section 11(g), Shipping Act 1984 (46 U.S.C. 821). Such claims must be filed within three (3) years after the cause of action accrued.

B. Claims seeking the refund of freight overcharges are to be submitted to the carrier, but only in the following circumstances:

(1) If based upon alleged errors in description, weight, and/or measurement of the cargo involved, such claims will not be considered by the Carrier unless they are submitted to the Carrier in the below format.

(2) If based upon any other allegation, such claims will not be considered by the Carrier unless they are submitted to the carrier in the below format, 3 years of the date of shipment.

EXPEDITORS INTERNATIONAL OCEAN

1015 THIRD AVENUE

SEATTLE, WA 98104

**Ocean Freight Claim Form**

**Instructions:**

**Please complete the below for all Ocean Freight overpayment claims.**

**All required back-up material listed below must be attached to each Claim Request.**

**One Bill of Lading per Claim Request sheet.**

**1. Bill of Lading Number:**

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**2. Bill of Lading Date:**

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**3. Expeditors Invoice Number:**

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**4. Invoice Date:**

---

**5. Origin (Door or CY):**

---

**6. Destination (Door or CY):**

---

**7. Shipment Type (FCL or LCL):**

---

**8. Container Number:** \_\_\_\_\_

**9. Container Size:**

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**10. Total Freight Billed:**

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**11. Rate Quoted by Expeditors:**

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**12. Claim Amount:** \_\_\_\_\_

**13. Detailed Explanation for the Claim:** \_\_\_\_\_

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**14. List Back-up Attached:**

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**Back-up required (in hard copy):**

**(note: All claims must be presented to Expeditors CHQ (attention: Tariff Administrator) in hard copy. Each rate claim must have all referenced documents attached to the back of the claims document.)**

**Expeditors Invoice**

**Bill of Lading**

**Rate Quoted – As presented and accepted by the Client**

**Any other relevant documents**

**All rate claims will be evaluated upon completion of this form. Incomplete claims will be rejected pending submission of needed and required documentation.**

**21 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 VOCC shall be for the account of the cargo. This includes, without limitation, storage, detention, demurrage or similar charges beyond the free time permitted by the underlying carrier for loading and unloading of the equipment outside the container yard or port terminal area.</P>

For intermodal movements to inland destinations, all underlying carrier or terminal demurrage, detention, storage or like charges resulting from failure of the cargo to clear Customs timely shall be for the account of the cargo.

**21- 1 FREE TIME**

Free time will commence at 8:00 A.M. on the first working day after consignee is advised container is available for delivery and shall expire at 5:00 P.M. on the fifth day, Saturdays, Sundays and Holidays excluded.

**21- 2 SHIPPER'S LOAD AND COUNT**

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

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

2. Carrier not responsible for spoilage or goods deterioration when tendered on a ""Shipper's Load and Count Bill of Lading"" in a non-insulated container not equipped with refrigeration and/or ventilating apparatus.
3. Consignee or his Agent must furnish Carrier with clean receipt prior to release of container or contents for delivery, except where seals are broken.
4. Containers with cargo destined to more than one ultimate receiver must be consigned to one party only to whom the Carrier will release the container and its contents at Port of Discharge.
5. When Carrier receives a sealed shipment in a Carrier furnished container occupying the full visible capacity of the container, individual cartons, packages or other separate articles need not be marked.
6. All cargo loaded in any one container must be for the same Port of Discharge.
7. Materials and labor required to secure and properly stow cargo must be supplied by Consignor at own expense. Carrier shall not be liable for such materials nor their return after use.
8. If Carrier exercises its option to open and inspect the contents of the container and the securing thereof and determines in its sole judgment the securing inadequate, the Carrier possesses option of declining carriage or resecuring the cargo at expense of Consignor.
9. Carrier shall not be responsible for any expense incurred for customs examination and in no event must the vessel be delayed by such examination.
10. Containers shall be classed as a single unit for which only one Bill of Lading may be issued. Vessel's liability limited accordingly as per terms and conditions of Carrier's Bill of Lading, except as otherwise provided.
11. Consignor possesses option to place locks on any container, but Consignor must assume full responsibility for sending proper key to Consignee.

### 21- 3 OVERFLOW LOADS

If the carrier supplies the shipper with more than one container for loading each single container so supplied shall be subject to the minimum loading requirements except that if the shipper does not fully load the last remaining container, then the freight applying on the overflow cargo shall be calculated on the actual quantity loaded in the said last remaining container.</p>

The carrier reserves the right to utilize the unused space in the last remaining container at CFS.

If the shipper insists on no other shipments being stowed in the last remaining container, they shall have the option, but their cargo will not be allowed the advantage of the overflow rule in the first paragraph above.

When the density of cargo is such that the weight capacity of the container would be exceeded before the cubic capacity is fully utilized, the carrier may request the shipper to divide his shipment into two or more containers, but not more than would otherwise be required under the overflow loads rule above.

Under the conditions specified in the foregoing paragraph, the minimum loading requirements specified in this rule will not apply provided that, at carrier's request, the shipper delivers such containers to the CFS and the carrier has the option to utilize the unused space in such containers.

Containers which are partially loaded by the shipper, or his authorized representative at one port shall not be loaded with additional cargo at any subsequent port. Neither carrier nor shipper can discharge such a container at any subsequent port.

#### A. OBLIGATION OF THE CARRIER

For each container accepted pursuant to the provisions of this rule, carrier will execute container inspection report. After receipt of the container by the carrier, and before arrival of the container at the terminal at the port of discharge, due notice of such arrival having been given by the carrier, the carrier will not be liable for:

The actual value of the container in case of loss, or,

For any damage to the container except where there is evidence that such loss or damage was due to default or negligence of the carrier.

Containers will be delivered to consignee in sound condition, however, carrier will not be responsible for the condition of the interior of the container.

#### B. OBLIGATION OF THE SHIPPER

The shipper/consignee is required to obtain all necessary insurance to cover any loss or damage of the container.

### 22 AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE

Not Applicable.

### 23 CARRIER TERMINAL RULES AND CHARGES

#### 23-1 TERMINAL RECEIVING CHARGES FOR OUTBOUND USA CARGO

A. Except as otherwise provided in this Rule, all cargo received by Carrier, its Agents and/or stevedores at Carrier's dock, CY or CFS shall be subject to the charges shown in Section G of this Rule.

The term "Terminal Receiving Charge" includes the following services only:

1. Issuing receipts for cargo.
2. Tallying Cargo

3. Ordinary Spotting and stacking of Cargo.
4. Movement of cargo received at Carrier's dock or CY from first place of rest in terminal or shipside for loading.
5. Wharfage as assessed by Port Authorities or applicable terminal Tariffs.

B. The Terminal Receiving Charge will NOT apply on the following:

1. On cargo loaded directly to vessels from open top railroad cars, barges or lighters spotted alongside vessel by Shipper or his Agent.
2. On bulk liquid cargo pumped directly into tanks on board vessels from railroad tank cars, tank trucks, barges or pipeline.
3. Cargo in containers packed by Shipper and tendered to Carriers at industrial docks owned or operated by the Shippers of the cargo or his Supplier, shall NOT be subject to the CY Receiving Charge.

C. When the Terminal Receiving Charge is not assessed under paragraph (B) above, any wharfage charge assessed by the Terminal or Port Authority against the vessel, shall be assessed against the cargo by the Carrier, subject to a maximum charge of \$2.87 per Kilo ton.

D. Notwithstanding any other provisions of this Tariff, at terminals in the greater San Francisco Bay area, where either port or terminal Tariffs, or other arrangements prevailing in lieu of port or terminal Tariffs, do not provide the charges assessed against cargo for the expense normally understood in the trade to be covered by wharfage, then the Carrier will assess against the owner of cargo a wharfage charge computed on the basis of wharfage rates provided for in the San Francisco Port Authority Tariff No. 3-C as may be amended or reissued.

E. 1. No exception to charges in paragraphs A through D.

#### 23-2 DESTINATION DELIVERY CHARGES

A. Cargo accepted for delivery to Consignee after Carrier unpacks from container is subject to the service charges shown in Section H of this Rule.

#### 24 CARRIER TERMINAL RULES AND CHARGES

##### 24-1 TERMINAL HANDLING CHARGE:

Except as otherwise noted, all rates shown herein are subject to a terminal handling charge as noted

##### 24-2 TERMINAL RECEIVING CHARGE:

Except as otherwise noted, all rates shown herein are subject to a terminal receiving charge as noted

24-3 DESTINATION DELIVERY CHARGE

Except as otherwise noted, all rates shown herein are subject to a destination delivery charge as noted

24-4 TOLLAGE, WHARFAGE and HANDLING/OR OTHER PORT CHARGES

Except on shipments handled through and not stopped for special services, any tollage, wharfage, handling and / or other charges assessed against the cargo at ports of loading or discharge will be for the account of the cargo. Any additional charges which may be imposed upon the cargo by governmental authorities will be for the account of the cargo.

25 LCL - WEIGHT OR MEASURE CHARGES FOR INBOUND USA CARGO

Written Shipping Instructions must be given to Carrier within 48 hours of receipt of cargo for its disposition. If no written instructions are given to Carrier within time allotted, storage charges will accrue for account of cargo at \$4.50 per 1000 kilos or per 1 cubic meter, whichever produces the greater revenue, per day until storage charges equal the value of the goods according to independent survey. Thereafter, the goods will be sold at auction to pay all costs incurred by Carrier.

26 NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS

EXPEDITORS INTERNATIONAL OCEAN HAS A BOND REQUIRED BY SECTION 583.4 OF THE ACT TO ENSURE THE FINANCIAL RESPONSIBILITY FOR THE PAYMENT OF ANY JUDGEMENT FOR DAMAGES ARISING FROM EXPEDITORS INTERNATIONAL OCEAN. TRANSPORTATION RELATED ACTIVITIES, ORDER FOR REPARATIONS ISSUED PURSUANT TO SECTION 11 OF THE ACT, OR PENALTY ASSESSED PURSUANT TO SECTION 13 OF THE ACT.

BOND NUMBER (s) # 990347, 990346, 990353

SURETY COMPANY

GREAT AMERICAN ALLIANCE COMPANY

301 E. 4TH STREET

CINCINNATI, OH 45202

27 CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

Not Applicable.

28 TIME/VOLUME RATES IN FOREIGN COMMERCE

Not Applicable.

29 LOYALTY CONTRACTS IN FOREIGN COMMERCE

Not Applicable.

30 DEFINITIONS

## A. DEFINITION OF TECHNICAL TERMS

1. **BULK COMMODITIES:** Bulk Liquids: Unpacked liquids shipped in tank containers. Dry Bulk Commodities: Unpacked dry cargo shipped in containers loose, not subject to mark or count.
2. **CARGO, N.O.S.** means articles not otherwise specified in individual commodity rate items of this tariff.
3. **CARRIER** means Expeditors International Ocean.
4. **CARRIER'S TERMINAL** means the place Carrier receives, or delivers loaded and empty containers, assembles, holds or stores its containers, as designated in Rule 1.
5. **CAUTION** means articles which may be subject to published tariffs referred to in Rule 16.
6. **CHASSIS:** A wheel assembly constructed to accept mounting of containers.
7. **CONSIGNEE** means the person, firm or corporation shown on the Shipping Document as the receiver of the property transported by the Carrier.
8. **CONSIGNOR** means the person, firm or corporation shown on the Shipping Document as the Shipper of the property transported by the Carrier.
9. **CONTAINER:** A single riding, non-disposable dry cargo, ventilated, insulated, reefer, flat rack, vehicle rack, portable liquid tank or open top container without wheels or bogies attached having not less than 135 cubic feet capacity, having a closure or permanently hinged door, that allows ready access to the cargo. All types of containers will have construction, fittings, and fastenings able to withstand, without permanent distortions, all the stresses that may be applied in the normal service use continuous transportation.
10. **CONTAINER OR TRAILER** means a box into which smaller boxes or packages are loaded for transportation, the dimensions of which are not greater in length, width or height than permissible to be transported over the U.S. Highway or Rail System. The term Container or Trailer can be used interchangeably or together with common meaning. It also means Expeditors International Ocean owned or leased 20 or 40 foot containers or trailers.
11. **CONTAINER FREIGHT STATION** means the location designated by the Carrier at Ports named in Rule 1 where the carrier or its authorized Agent unstuffs containers and makes cargo available to Consignee. Carrier shall store empty containers at Container Freight Station but, shall not deliver containers at it, except as otherwise provided.
12. **CONTAINER YARD (CY):** The location designated by the Carrier where the Carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.
13. **CONTAINERLOAD** means a container stuffed by Consignor and received at Carrier's Terminal.
14. **CONTAINER YARD** means Ports designated in Rule 1.
15. **CONTAINER YARD TO CONTAINER YARD** means cargo stuffed into containers by the Consignor off the premises of the Carrier and unstuffed by the Consignee off the premises of the Carrier at expense of the Consignor and/or Consignee. Pick up delivery of empty or stuffed



containers and stuffing and unstuffing shall be at the expense of the Consignor and/or Consignee.

16. CY/CY: Containers packed by shippers off Carrier's premises, delivered by shipper to Carrier's CY, accepted by consignee at Carrier's premises and unpacked or consignee's Agent off Carrier's premises with all costs for both packing and unpacking at the risk and expense of the cargo.

17. CY/CFS: Containers packed by shippers off Carrier's Shipper to Carrier's CY all at Shipper's risk and expense and unpacked by Carrier at the destination port CFS.

18. CFS/CFS: Cargo delivered to carrier's CFS to be packed by Carrier into containers and to be unpacked by Carrier from the containers at Carrier's destination port CFS.

19. CFS/CY: 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 at Consignee's risk and expense.

20. CY RECEIVING CHARGE: The charge assessed for services performed in receiving a Shipper packed container at Carrier's CY and transferring it to shipside, includes wharfage as assessed by Port Authorities or applicable Terminal Tariffs, and includes the cost of lifting empty containers onto and lifting packed containers from truck, trailer, rail car or barge.

21. CFS RECEIVING CHARGE: Means the charge assessed for services performed in receiving cargo at Carrier's CFS, packing it into containers at CFS; transferring it from CFS to shipside and includes wharfage as assessed by Port Authorities or applicable Terminal Tariffs.

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

23. EXPLOSIVE CARGO means cargo classified as such per any/all applicable rules and regulations governing the safe handling and transport of Dangerous Cargo, as mentioned in Rule 16.

24. HOUSE TO HOUSE means cargo loaded or unloaded into container off the premises of Carrier at the expense of Consignor and/or Consignee.

25. HOLIDAYS means New Years Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. It also means any full day designated holiday nationally by statute or government proclamation and those designated by applicable collective bargaining agreements.

26. KNOCKED DOWN (KD) means an article must be taken apart, folded or telescoped as to reduce its bulk at least 33 1/3 percent from its normal shipping cubage when set up or assembled.

27. KNOCKED DOWN FLAT (KDF) means an article must be taken apart, folded or telescoped as to reduce its bulk at least 66 2/3 percent from its normal shipping cubage when set up or assembled.

28. LABEL CARGO means cargo requiring White, Yellow, Red, Red Gas, Poison, Poison Gas and Tear Gas Labels as shown in tariffs referred in Rule 16.

29. **LOADING OR UNLOADING** means the physical placing of cargo into or the physical removal of cargo from Carrier's containers.
30. **MEASUREMENT TON** means one cubic meter.
31. **MIXED SHIPMENT** means a shipment consisting of articles described and rated under two or more rate items of this Tariff.
32. **NESTED** means three or more different sizes of the same article must be placed within or upon the other so that the outer side surfaces of the one below and each upper article will not project the next lower article more than 1/2 inch.
33. **NESTED SOLID** means three or more different sizes of the same article must be placed within or upon the other so that the outer side surfaces of the one below and each upper article will not project the next lower article more than 1/2 inch.
34. **NON HAZARDOUS** means non label cargo with permitted stowage between or under deck (other than magazine) pursuant to Code of Federal Regulations Title 46, Shipping, as amended. Such shall be rated in accordance with the rules and rates applicable therefore.
35. **ONE COMMODITY** means any or all articles described in any one commodity rate item in this tariff.
36. **PACKAGE OR PACKAGES** means any container other than trunks, or in shipping form other than bulk, or on skids other than lift truck skids, providing such container or forms of shipment renders the transportation of freight reasonably safe and practicable.
37. **PLACE OF REST:** That location of the floor, dock, platform, or doorway at CFS to which cargo is first delivered by Shipper or Agent thereof, or from which cargo is first ready to be delivered to Consignee or Agent thereof.
38. **REVENUE TON** means 1,000 Kilos or 1 cubic meter.
39. **SHIPMENT** means a quantity of property physically tendered by one Consignor at one point of origin at one time for one Consignee at one point of destination for which a single Shipping document issued.
40. **STUFFING, UNSTUFFING** means the physical placing of cargo into or the physical removal of cargo from Carrier's containers.
41. **STUFFING:** The loading of goods into Carrier's container and does not include loading into a truck, rail car or any other conveyance.
42. **STRIPPING:** The unloading of goods from Carrier's Container, and does not include unloading from truck, rail car, or any other conveyance.
43. **VALUE** means the actual invoice value of the commodity at time of shipment which must be stated upon the Bill of Lading.
44. **WATER CARRIER** means Expeditors International Ocean.

45. a) WEIGHT TON means 1,000 Kilos.

45. b) W = Kilograms for LCX Shipments only

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

B. CONTAINER CHARGES AT U.S. PORTS: Unless otherwise specified shall be assessed as provided under Rule 38.

C. ALTERNATE LOCATION OF DELIVERY: In lieu of delivery of cargo to a consignee at the destination CFS, the carrier has the option upon request by the consignee, to deliver the container with the cargo remaining therein at CY. Containers delivered to consignee at CY shall not be unpacked at CY.

D. HEAVY LIFTS: Heavy lift charges will not apply on cargo shipped in CY/CY, CY/CFS, CFS/CY and CFS/CFS containers.

#### E. UNITIZED CARGO

Unitized rates in this Tariff apply on shipments of multi-piece cargo, subject to modifications and requirements shown in individual rate items, received and shipped on Shipper's pallets, hereinafter referred to as ""Unit Loads"". Such cargo shall be assessed rates on the actual weight or measurement of the cargo, excluding pallets. Unit Loads which meet the specifications below qualify for rates shown for unitized cargo in individual rate items.

1. For purposes of this Rule, a pallet means a portable flat platform.
2. The provisions of this Rule do not apply to Unit Loads shipped in containers.
3. Any expense involved in transporting Units beyond Carrier's Receiving and/or Delivering Port Terminal shall be for the account of the cargo.
4. In the event that the Unit Loads do not meet the requirements cited herein, the shipments cannot be loaded until the Unit Loads are put in proper condition, except when Shipper elects not to recondition, in which case the cargo may be loaded as loose cargo for which the loose rate applies.
5. The packages must cover or overhang the loading surface of the pallet and be level at the top and squared at the four sides whenever the nature of the cargo permits so that the Unit Loads present the appearance of a smooth block and can be stowed one on top of another.
6. Unit Loads must be suitable for movement and handling by mechanical forklift trucks.
7. Unit Loads shall not be less than 430 Kilos nor exceed 2495 Kilos in weight, nor 2 Meters in height.
8. On commodities with a rate applicable for unitized shipments under this rule, all packages must be securely affixed to the pallet by strapping, gluing or other adhesive, and each unit shall be restricted to one Shipping Mark to be prominently shown on all four sides of the Unit Load,

""-----Unit Loads said to contain-----""

#### F. GENERAL APPLICATION OF RATES, CHARGES & CONDITION AT DESTINATION PORTS CFS CHARGE

Cargo delivered to the consignee at destination CFS is subject to charges as set forth in Rule 38.

Charge may be shown on the Bill of Lading and may be prepaid by the shipper or collected from the consignee at carrier's option.

When the CFS charge is prepaid and consignee takes CY delivery of the container, a refund of the CFS charge will be made to shipper or consignee at shipper's option.

#### 31 SYMBOLS

##### SYMBOLS

A.V. or AD.VAL.....Ad Valorem (according to value)

B.A.F./F.A.F. .... Bunker Adjustment Factor/Fuel Adjustment Factor

B/L ..... Bill of Lading

B.M. .... Board Measurement

C.A.F ..... Currency Adjustment Factor

CBM or M3 ..... Cubic Meter

CFS..... Container Freight Station

CU.FT. or cfs..... Cubic Foot (Feet)

CWT ..... 100 Pounds

CY.....Container Yard

EA. .... Each

EAN..... Except as Noted

EXC..... Exceeding

F.A.K. .... Freight All Kinds

F.A.S.....Free Alongside Ship

F.I..... Free In

F.I.O. .... Free In & Out

F.I.O.S ..... Free In, Out & Show

F.O. .... Free Out

F.O.B. .... Free on Board

FT..... Foot (Feet)  
HAZ..... Hazardous  
I.D ..... Inside Diameter  
i.e.....That is  
IN ..... Inches  
K.D ..... Knocked Down  
KGS OR Kilos. .... Kilograms  
KM ..... Kilometers  
KT.....1000 KGS (Metric Ton)  
LASH ..... Lighter Aboard Ship  
L.S ..... Lump Sum  
L.T. .... Long Ton (2240 Pounds)  
LTD.....Limited  
M ..... Meters/Measure/Motor  
Mi. .... Miles  
MBF or MBM ..... One Thousand Board Feet  
MIN.....Minimum  
MR. .... Motor/Rail  
N/A. .... Not Applicable.  
N/EXC. or N/X... Not Exceeding  
NHZ.....Non-Hazardous  
NO. .... Number  
N.O.S.....Not Otherwise Specified Herein  
O.D.....Outside Diameter  
PC.....Per Container  
PC20 .....Per 20' Container/Trailer  
PC40 .....Per 40' Container/Trailer  
PC40B. .... Per 40' Hi-Cube Container  
PC40HQ. .... Per 40' Hi-Cube Container

PC40OT..... Per 40' Open Top Container

PC45X. .... Per 45' Container/Trailer

S.U. .... Set Up

TON..... Weight or Measurement as freighted

T.R.C. .... Terminal Receiving Charge

T.T.S..... Telegraphic Transfer Selling Rate

U.S. or U.S.A ... United States of America

VIZ..... Namely

W/M ..... Weight Ton, (1,000 kilograms) or Measurement, (1 cubic Meter), whichever yields the greater volume

WT ..... Weight Ton (1,000 kilograms)

W ..... Kilograms (KG) for LCX Shipments

#### SYMBOLS and REFERENCE MARKS

(A). .... Increase

(C). .... Change in wording resulting in neither an increase or reduction

(E) ..... Expiration

(G).....General Rate Increase

(I). .... New or Initial Matter

(P). .... Addition of a Port or Point

(R) ..... Reduction

(W).....Withdrawal of an Erroneous Filing on the Same Filing Date

X.....Times (Measurement to Weight Ratio)

x..... Degrees

'.....Foot (Feet)

"" ..... Inches

&..... And

c..... Cents

/ ..... Or

@ ..... Per

\$ ..... U.S. Dollar

..... Japanese Yen

% ..... Percent

(I) AUD. .... Australian Dollar

(I) NZD. .... New Zealand

32 SEASONAL DISCONTINUANCE

Not Applicable

33 MILITARY CARGO TERMS

Not Applicable.

34 TERMINAL TARIFFS

Not Applicable.

35 AUTOMATED MANIFEST SURCHARGES

THE FOLLOWING CHARGES ARE APPLICABLE TO ALL CARGO DESTINED TO USA

1. IN THE EVENT EXPEDITORS SUBMITS ADVANCE CARGO DECLARATION DATA TO THE U.S. CUSTOMS SERVICE FOR CARGO LOADED ON A VESSEL AT A NON-U.S. PORT, A SECURITY COMPLIANCE MANAGEMENT CHARGE SHALL BE PAYABLE TO CARRIER FOR EACH BILL OF LADING OR BOOKING MANIFESTED BY CARRIER OR, IF THE SHIPPER TENDERING THE CARGO TO CARRIER HAS ISSUED ONE OR MORE OF ITS BILLS OF LADING FOR SUCH CARGO (SOMETIMES REFERRED TO AS ""HOUSE BILLS OF LADING""), ON EACH SUCH SHIPPER-ISSUED HOUSE BILL OF LADING FOR WHICH THE CARRIER SUBMITS SUCH DATA. THE AMOUNT OF THE CHARGE SHALL BE:

US\$ 30 PER BILL OF LADING WHERE BOOKING DATA WAS SUBMITTED TO CARRIER VIA ELECTRONIC DATA TRANSMISSION (INCLUDING BUT NOT LIMITED TO EDI AND WEB-BASED CHANNELS);

US\$ 30 PER BILL OF LADING WHERE BOOKING DATA WAS SUBMITTED TO CARRIER MANUALLY, TELEPHONICALLY, VIA TEXT EMAIL, VIA FAX OR BY OTHER NON ELECTRONIC METHOD.

2. IN THE EVENT THAT EXPEDITORS IS REQUIRED TO CORRECT CARGO DECLARATION INFORMATION PREVIOUSLY SUBMITTED TO THE U.S. CUSTOMS SERVICE DUE TO AN ERROR OR OMISSION ON THE PART OF SHIPPER OR ITS AGENT, SHIPPER SHALL PAY CARRIER AN AMENDMENT FEE FOR EACH SUBMISSION TO THE U.S. CUSTOMS SERVICE THAT MUST BE

CORRECTED. THE AMENDMENT FEE SHALL BE CHARGED EACH TIME A SUBMISSION IS CORRECTED AND SHALL BE:

US\$ 40 PER BILL OF LADING WHERE BOOKING DATA WAS SUBMITTED TO CARRIER VIA ELECTRONIC DATA TRANSMISSION (INCLUDING BUT NOT LIMITED TO EDI AND WEB-BASED CHANNELS); OR

US\$ 40 PER BILL OF LADING WHERE BOOKING DATA WAS SUBMITTED TO CARRIER MANUALLY, TELEPHONICALLY, VIA TEXT EMAIL, VIA FAX OR BY OTHER NON ELECTRONIC METHOD.

3. THE CHARGES AND AMENDMENT FEES IN PARAGRAPHS 1 AND 2 ABOVE ARE ADDITIONAL TO HANDLING, STORAGE AND OTHER CHARGES AND OBLIGATIONS ARISING UNDER EXPEDITORS TARIFF RULES AND BILL OF LADING TERMS AND CONDITIONS THAT MAY OTHERWISE APPLY TO SHIPPER'S CARGO, INCLUDING BUT NOT LIMITED TO EXPEDITORS TARIFF RULES.

4. THE SECURITY COMPLIANCE MANAGEMENT CHARGE AND ANY AMENDMENT FEES SHALL BE PAYABLE ON THE SAME BASIS AS OCEAN FREIGHT, EITHER PREPAID OR COLLECT. CARRIER MAY HOLD SHIPPER AND CONSIGNEE NAMED ON ITS OCEAN BILL OF LADING JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF THE CHARGE.

36 South America to USA Documentation Fee

1. A Documentation Surcharge will be assessed on all shipments from South America to the U.S. at \$50/FCL per Bill of Lading.

US\$ 30 PER BILL OF LADING WHERE BOOKING DATA WAS SUBMITTED TO CARRIER VIA ELECTRONIC DATA TRANSMISSION (INCLUDING BUT NOT LIMITED TO EDI AND WEB-BASED CHANNELS); OR

US\$ 30 PER BILL OF LADING WHERE BOOKING DATA WAS SUBMITTED TO CARRIER MANUALLY, TELEPHONICALLY, VIA TEXT EMAIL, VIA FAX OR BY OTHER NON ELECTRONIC METHOD.

2. IN THE EVENT THAT EXPEDITORS IS REQUIRED TO CORRECT CARGO DECLARATION INFORMATION PREVIOUSLY SUBMITTED TO THE U.S. CUSTOMS SERVICE DUE TO AN ERROR OR OMISSION ON THE PART OF SHIPPER OR ITS AGENT, SHIPPER SHALL PAY CARRIER AN AMENDMENT FEE FOR EACH SUBMISSION TO THE U.S. CUSTOMS SERVICE THAT MUST BE CORRECTED. THE AMENDMENT FEE SHALL BE CHARGED EACH TIME A SUBMISSION IS CORRECTED AND SHALL BE:

US\$ 40 PER BILL OF LADING WHERE BOOKING DATA WAS SUBMITTED TO CARRIER VIA ELECTRONIC DATA TRANSMISSION (INCLUDING BUT NOT LIMITED TO EDI AND WEB-BASED CHANNELS); OR

US\$ 40 PER BILL OF LADING WHERE BOOKING DATA WAS SUBMITTED TO CARRIER MANUALLY, TELEPHONICALLY, VIA TEXT EMAIL, VIA FAX OR BY OTHER NON ELECTRONIC METHOD.

3. THE CHARGES AND AMENDMENT FEES IN PARAGRAPHS 1 AND 2 ABOVE ARE ADDITIONAL TO HANDLING, STORAGE AND OTHER CHARGES AND OBLIGATIONS ARISING UNDER EXPEDITORS



TARIFF RULES AND BILL OF LADING TERMS AND CONDITIONS THAT MAY OTHERWISE APPLY TO SHIPPER'S CARGO, INCLUDING BUT NOT LIMITED TO EXPEDITORS TARIFF RULES.

4. THE SECURITY COMPLIANCE MANAGEMENT CHARGE AND ANY AMENDMENT FEES SHALL BE PAYABLE ON THE SAME BASIS AS OCEAN FREIGHT, EITHER PREPAID OR COLLECT. CARRIER MAY HOLD SHIPPER AND CONSIGNEE NAMED ON ITS OCEAN BILL OF LADING JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF THE CHARGE.

37 FOR ALL FREIGHT SERVICES WHICH ARE RENDERED IN INDIA

THE FOLLOWING INDIA SERVICE TAX WILL BE ASSESSED AGAINST ALL DOCUMENTATION CHARGES, TERMINAL HANDLING CHARGES, DESTINATION DELIVERY CHARGES, AND INBOUND AND OUTBOUND ARBITRARY/INLAND HAULAGE CHARGES, INBOUND AND OUTBOUND OF INDIA. INDIA SERVICE TAX INCLUDES EDUCATION CESS.

AMOUNT OF TAX ===== 14.00 PERCENT"

38 NEW ORLEANS WHARFAGE

A Wharfage Surcharge will apply to all cargo discharging or destined to New Orleans Port @ \$2.75/2000 LBS - \$17 Min charge

A Wharfage Surcharge will apply to all cargo loading in New Orleans Port @ \$2.75/2000 LBS. - \$17 Min. charge

39 Japan to USA Documentation Fee

A Documentation Surcharge will be assessed on all shipments from the Japan to USA at JPY 3000 per Bill of Lading.

40 ENS MANIFEST

ENS / Manifest Fee will be charged @ \$30BL and a (\$40 correction) for Cargo Ex- US destined to North Europe (Group 4,5,6), West Med (Group 7) & Black Sea (Group 10).

41 GOVERNMENT TAXES AND FEES

Government Taxes and Fees

When Carrier is imposed with a charge, fee, tax or other assessments on cargo or cargo interest by a local, city, or national government per the applicable law, or a port authority per the applicable tariff, carrier will be reimbursed such amount from the party responsible for payment. Taxes and fees will be invoiced separately.

42 VGM

A. PROVISION OF VGM BY SHIPPER

It is the sole responsibility of the Shipper to provide the Carrier with the Verified Gross Mass (VGM) as required by SOLAS Chapter VI Regulation 2 Paragraph 4 of 1974 (as may be amended

from time to time) for each container to be loaded on to a vessel. The VGM must be provided to the Carrier prior to the deadline for submission of such information stipulated by the Carrier in the booking confirmation (VGM Cutoff time).

If Carrier does not receive VGM prior to the VGM Cutoff time, any containers for which VGM is not received will not be loaded on to the vessel, and may be refused admission to the marine terminal by the marine terminal operator, or refused admission to any other carrier facility.

In the event container(s) are not loaded on to the vessel or are refused admission to the marine terminal due to the failure of Shipper to provide VGM or to provide VGM in a timely manner, any and all costs resulting therefrom (including but not limited to additional trucking costs and/or demurrage charges) shall be for the account of the cargo.

#### B. FORM OF SUBMISSION

If required by the Carrier, Shipper shall submit the VGM via one of the following means:

(i) By EDI

(ii) Via Carrier's VGM submission file (carrier's booking tool expo booking, Order Management Booking or emailed / submitted to appropriate carrier representative). The provision of VGM in an e-mail sent to Carrier or in any other form that requires manual processing (and which Carrier may, in its discretion, accept) will require additional labor on the part of the Carrier and, accordingly, a respective fee as set out in Carriers tariff shall apply for each VGM submitted in any such format.

#### C. FEES

(a) VGM Administration Fee below shall apply. In the event an alternative fee amount is dictated by local, regional, or national authority or government – the dictated fee shall apply, and is noted below.

aa) LCL 20 USD per Bill of Lading or FCR (Forwarders Cargo Receipt)<BR>

(aaa) Malaysia: For LCL shipments over Port Kelang Authority terminals, the rate of MYR 2.00/m<sup>3</sup> will apply. Effective: 6 January, 2017.

(bb) FCL 25 USD per container<BR>

(cc) FCL if received via an Expeditors booking portal - 15 USD per container<BR>

(b) FCL Weighing Arrangement Fee

(bb) As a commercial issue, it should be recognized that the shipper remains responsible to obtain and communicate the verified gross mass. There are inevitable process challenges to ensure effective coordination between the shipper and carrier to achieve compliant documentation hand-off (whether electronic or paper) to avoid in-gate delays. If shipper chooses to employ the services of the carrier to obtain the VGM by facilitating weighing of the cargo at a certified scale, the carrier will pass on any charges associated with the

weighing, along with an agreed upon administrative fee for facilitation of the services rendered.

#### C. AMENDMENT FEE

Carrier will charge 10 USD per amendment for changes to original VGM submitted to the carrier.

#### D. MISCELANEOUS

(i) All costs, charges and expenses, including but not limited to fines imposed by national authorities, additional trucking costs, demurrage and storage fees, re-weighing fees, as well as any liabilities, claims, loss (whether direct or indirect) and/or damages of whatsoever nature and howsoever arising out of missing, late, or incorrect declaration of VGM are for the Shippers account who shall further indemnify the Carrier and hold them harmless against the same.

(ii) Refusal to load containers due to missing or incorrect declaration of VGM does not constitute a breach of any of the Carriers obligations under its service contract, tariff, bill of lading or applicable law, and Shipper shall not be entitled to claim any remedy of whatsoever nature, whether contractual, or tortious.

(iii) Shipper acknowledges and agrees that submission of VGM by third parties on its behalf shall be deemed authorized if the message received by Carrier from the third party shows the following mandatory information:

- (a) Correct container number and Expeditors shipment number
- (b) VGM with unit of measure
- (c) Name of duly authorized person in capital letters
- (d) Name of responsible party (BILL OF LADING SHIPPER)

(iv) Carrier reserves the right to ask for additional information for any reason including, but not limited to, the need to comply with country specific implementation regulations. Carrier will rely on the correctness of the transmitted data and the authority of the person/entity submitting same, and Carrier will not verify the VGM or the authority of person/entity submitting the VGM.

## 100 FREE TIME AND DEMURRAGE AT DISCHARGE POINTS

For cargo inbound to the USA:

All containers held with cargo at carrier's discharge port CY, undelivered for more than one (1) day, Saturdays, Sundays, and Holidays excluded after the cargo was discharged from the vessel, will be subject to demurrage or detention charges as per underlying carrier's tariff, whether the shipment therein occupies a full container or not. At the carrier's option, after the expiration of the first day of free time the cargo may be discharged to public storage, and transfer and incidental expenses for the removal of such cargo from the container shall be for the account of cargo.

During a longshore strike which would have prevented ocean carrier from discharging at the U.S. port shown on the Bill of Lading, the provisions in paragraph (1) of this rule shall not apply, and free time and demurrage shall be in accordance with local terminal tariffs as applicable.

The above charges shall be assessed for the day of removal of the container from carrier's CY regardless of the pick-up time.

1. All containers held with cargo at underlying carrier's inland ramp or CY, undelivered for more than one (1) day, Saturdays, Sundays and Holidays excluded, will be subject to demurrage charges as per underlying carrier's tariff, whether the shipment therein occupies a full container or not. At the carrier's option, after the expiration of the first day of free time the cargo may be discharged to public storage, and transfer and incidental expenses for the removal of such cargo from the container shall be for the account of the cargo.

Note: During a labor dispute which may affect underlying carrier's ability to discharge cargo at an inland cy/ramp, the provisions in paragraph (1) of this rule shall not apply, and free time and demurrage shall be in accordance with local terminal tariffs as applicable. The above charges shall be assessed for the day of removal of the container from the carrier's CY/RAMP regardless of the pick-up time."

## 101 MARKING

For cargo inbound to the USA, each single carton, package, or other separate article, must be plainly and durably marked with the name and address of the shipper and the name and address of the consignee except when containerized or;

Export marks may be used as marking identification in lieu of names and addresses, provided such markings can be readily matched in the descriptions shown on the dock receipt and other papers accompanying shipment.

## 102 FORCE MAJEURE CLAUSE

Without prejudice to any rights or privileges of the Carrier under covering Bill 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 harbor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves

the right to cancel any outstanding booking or contract of carriage, or to increase, upon less than thirty day's notice in conformity with the Federal Maritime Commission regulations by publication in this Tariff, any affected rate or rates in order to meet such operation.

### 103 PACKING

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

### 104 EQUALIZATION FOR INBOUND USA CARGO

#### A. Ports of Loading

1. The Carrier may instead of a direct call at ports of loading covered by this Tariff absorb cost of transshipment of cargo between ports in accordance with the following definition of equalization.
2. Equalization is the absorption by the Carrier of difference between Shipper's cost of delivery from point of origin to Carrier's CY at the loading port to which the lowest applicable inland common carrier or contract carrier rates apply and the cost of delivery to Carrier's CY at the actual port of loading. Shipper's cost for inland transportation to be absorbed will not exceed an amount computed at the lowest applicable inland common carrier or contract carrier rates. This rule may be implemented at the carrier's discretion. If the shipper or consignee requests another port or facility be used, all costs will be for the account of the cargo.

#### B. Ports of Destination

1. Transshipment - When the Ocean Carrier discharges cargo at a port other than the destination port named in the Ocean Bill of Lading, the Ocean Carrier, at its option, may arrange at Carrier's cost expenses for movement via rail, truck or water of the shipment from port of actual discharge to the port of destination declared on the Bill of Lading.
2. Equalization at Japan Ports - In Japan, and applicable to CY container cargo only, when the Ocean Carrier discharges cargo at a Japan base port other than the port named in the Ocean Bill of Lading, and if consignee or his representative request direct movement of said cargo from the point of discharge to an inland point of consumption, the Carrier may, subject to limitations set forth below, permit or procure direct movement of the cargo from port of discharge to the inland point of consumption and may absorb the amount obtained by subtracting the cost of transportation between port of destination declared on the Ocean Bill of Lading and inland point of consumption. All responsibility or liability of Ocean Carrier for the movement of the cargo stated herein shall cease immediately upon delivery of shipments at the port of discharge. Equalization is defined as such absorption.

## LIMITATIONS

a. All cost calculations must be based on the round trip basic charge stipulated in the applicable Ministry of Transport (MOT) Trucking and Ferry Traffic.

If alternate routings are available, calculation must be based on the routing which produces the lowest cost whether or not such routing is available for specific shipment.

b. Equalization shall not exceed 80% of transportation between actual port of discharge and the port named in the Ocean Bill of Lading.

c. Carrier will not equalize between outports or between terminals within a port.

d. Return of empty container should be restricted only to base ports. When empty container is returned to the CY other than at the port of discharge, notwithstanding paragraphs (a) and (b) of this section, amount of equalization should be made by subtracting the round trip basic charges stipulated in the applicable MOT Tariff between the port of discharge and the port of destination declared on the Ocean Bill of Lading via way of inland point consumption. Such equalization amount shall not exceed 80% of one-way trip transportation cost between actual port of discharge and the port named in the Bill of Lading.

(e) In support of each claim for equalization the consignee must furnish the Carrier with a copy of their transportation bill and proof of payment for movement from port of actual discharge. This transportation bill must clearly show name of importing vessel, port of discharge, Ocean Carrier's Bill of Lading number, voyage number, final inland point of destination, and both the distance from actual port of discharge to the inland point and the distance from port of destination declared on the Ocean Bill of Lading to inland point. Claims for equalization will not be paid unless received by the Carrier not later than 90 days after the completion of discharge of the vessel at a base port where the cargo is discharged.

## 106 CREDIT PRIVILEGES

At its option, Expeditors International of Washington, Inc., may extend credit to the account of the cargo for ocean freight as per the bill of lading. The maximum number of calendar credit days shall be defined in Expeditors Credit Agreement, the terms of which will govern all payment terms.

The fully executed credit agreement will be maintained at both Expeditors International of Washington, Inc., (affiliate location is acceptable) and by the applicant.

Expeditors reserves the right to suspend the privilege of credit, thereby placing such on a cash basis."

## 107 AD VALOREM RATES

In respect of all other cargo, where the shipper desires to be covered for a valuation in excess of the carrier's liability and/or elects to show value of goods on the Bill of Lading, Ad Valorem charge shall be assessed.

The Ad Valorem charge, shall be 20 (twenty) percent of the value declared in excess of the said bill of lading limit or value and is in addition to the base rate.

#### 108 EQUIPMENT SUBSTITUTION FOR INBOUND AND OUTBOUND USA CARGO

##### GENERAL

A. If carrier is unable to provide the container type/size required by shippers at time of booking due to lack of available empty equipment or to other unavoidable operational constraints, carrier has the option to substitute other type/sizes of container for per container rated shipments.

B. Due to operational necessity, carrier may at its option furnish 2 twenty foot (20') in lieu of a forty foot (40') container.

Due to operational necessity, carrier may at its option furnish a forty foot (40') container in lieu of a twenty foot (20') container and the twenty foot per container rate shall apply providing the gross weight does not exceed 29,400 lbs., 13,350 Kilos or 1,050 Cubic feet, 28 Cubic meters.

Due to operational necessity, carrier may at its option furnish a 40' High Cube in lieu of a 40' standard container, subject to maximums of 58 cbm and 21kt at the rate and charges applicable to the 40' standard container. Where cargo is loaded in excess of these maximums, the applicable revenue ton rate or the 40' High Cube per container rate will apply.

Due to operational necessity, carrier may at its option furnish a 45' container in lieu of a 40' standard container, subject to maximums of 57 cbm and 21 kt or high cube container subject to maximum of 65 cbm and 21kt at the rate and charges applicable to the 40' container requested by shipper. Where cargo is loaded in excess of these maximums, the applicable revenue ton rate for the 45' per container rate will apply.

Due to operational necessity, carrier may at its option furnish a 9'6x 40' Non-Operating Reefer (NOR) Container in lieu of a 40' Standard (Dry) Container, provided that cargo loaded in the Non-Operating Reefer Container does not exceed eighty-five percent (85%) of the total inside cubic capacity of the 40' NOR. Ocean freight and charges will be the same as what would have been assessed if a 40' Standard (Dry) Container had been furnished.

Where equipment is substituted under the provisions of this rule, bills of lading must be claused: ***"Equipment Substitution per Tariff Rule"***

#### **Rule Number: 900**

Rule Description: PROJECT CARGO - GENERAL RULE

Full Text of Rule: Project, Heavy-lift, Breakbulk and Non-Containerized Cargo Rates applicable to the transportation of project, heavy-lift, breakbulk, and other non-containerized cargo, goods, materials and equipment, which may be employed in the construction, development, or use in connection with a private, governmental, charitable, manufacturing, resource exploitation, public utility, public service, or private sector purpose.

**Rule Number: 900- 1**

Rule Description: PROJECT CARGO - TERMS & CONDITIONS

Full Text of Rule: Rule 1: All such services are performed pursuant to Expeditors' Project Cargo Terms and Conditions as set forth below. Note that sections 8A. "Fees", 8C. "Delay Charges" and 8D "Taxes" of those terms and conditions provide that certain costs incurred, including without limitation delay, demurrage and detention charges for project, heavy-lift, breakbulk and non-containerized cargo moves are for the shipper's account. Unless otherwise provided, rates are subject to tariff rules and regulations and are also subject to additional cost/surcharges which may be applicable during the period these special rates are in effect.

**Rule Number: 900- 2**

Rule Description: PROJECT CARGO BILLS OF LADING - TERMS AND CONDITIONS - 1

Full Text of Rule: 1. INCORPORATION: These Project Cargo Terms and Conditions ("Terms and Conditions") are incorporated into the Price Quotation issued by Contractor and shall become binding upon Customer and Contractor once Customer gives Contractor direction to proceed. Customer's direction to proceed may be given verbally, or by e-mail, facsimile or other written document. If Customer directs Contractor to proceed but such direction to proceed is given beyond the expiration date indicated on the Price Quotation, the Price Quotation shall be deemed modified as to prices, equipment and space availability as of the date of such direction as determined by Contractor. Any such direction to proceed from Customer shall constitute Customer's acceptance of and authorization under these Terms and Conditions. These Terms and Conditions govern the transportation of the goods to be transported hereunder ("Project Cargoes"). 2. COMMENCEMENT OF SERVICES: Customer shall tender and/or otherwise make available the Project Cargoes and all facilities associated therewith at the point of origin on the commencement date identified in the Price Quotation, with Contractor to thereafter provide transportation services as identified in the Price Quotation to effect delivery of the Project Cargoes to the point of destination. Customer is liable for any and all costs, expenses, and charges of Contractor as set forth in Price Quotation and these Terms and Conditions once Customer directs Contractor to proceed regardless of whether any Project Cargoes are tendered to Contractor. 3. PROJECT TEAM: The transportation of the Project Cargoes will be effected through a Project Team consisting of representatives of both Contractor and Customer. The Project Team will consist of a Team Leader and a Transportation Coordinator provided by Contractor and a Customer's Representative and a Technical Consultant provided by Customer. The Team Leader will have the overall responsibility for keeping the parties informed and working together cooperatively throughout the project. The Transportation Coordinator will be responsible for knowledge of the transportation vendors, equipment and methods to be utilized, coordinating transportation services among Contractor, Customer and the various vendors involved, and interfacing with the Technical Representative to provide transportation vendors with technical information relating to the Project Cargoes. Customer's Representative shall be responsible for coordinating Customer services and personnel with Contractor and Contractor's transportation vendors. The Technical Representative shall be responsible for having technical



information relating to the Project Cargoes, providing such technical information (weight, dimension, centers of gravity, handling requirements, lifting points, material characteristics, etc. as well as other data, drawings and engineering) to the Project Team, Contractor and Contractor's transportation vendors, and providing input and supervision with respect to transportation equipment and methods throughout the project. Contractor's requests for information relating to the Project Cargoes shall be disseminated amongst the Project Team. Customer's advice and recommendations relating to transportation equipment and methods shall also be directed to the Project Team. It shall be the responsibility of the Project Team to resolve problems and concerns of either party relating to the transportation of the Project Cargoes. Contractor may at any point add other persons and positions to the Project Team. The Project Team, at Customer's expense, will have the responsibility for evaluating and appointing any additional technical consultants and/or engineers required for the project, and shall specifically be responsible for engaging any surveyors required for the transportation services. The determinations made by the Project Team and those which it has engaged to provide services shall be final and binding upon the parties. The Project Team shall develop a Project Schedule which shall be updated weekly, or as necessary, and provided to the parties. The Project Team shall meet or confer as necessary throughout the duration of the project. Project Team representatives shall be available as necessary to respond to inquiries and/or emergencies throughout the duration of the project.

**Rule Number: 900-2a**

Rule Description: PROJECT CARGO BILLS OF LADING - TERMS AND CONDITIONS - 2

Full Text of Rule: 4. RESPONSIBILITY OF CONTRACTOR: A. Contractor shall provide a Leader and Transportation Coordinator to the Project Team. B. Contractor shall, at its sole expense, engage in its name or provide directly the transportation services with respect to the Project Cargoes, including associated labor, personnel, materials, equipment and conveyances as set forth in the Price Quotation. 5. RESPONSIBILITY OF CUSTOMER: A. Customer shall provide a Representative and Technical Consultant to the Project Team. B. Customer shall, at its expense, provide the policy of cargo insurance upon the Project Cargoes, as identified in these Terms and Conditions below. C. Customer shall, at its sole expense, engage in its name or provide directly all transportation services relative to the Project Cargoes which are not specifically identified in the Price Quotation as to be provided by Contractor, including associated labor, personnel, materials, equipment and conveyances. 6. CONTRACTOR AGREEMENTS: Contractor agrees that: A. all transportation services which it is to provide shall be performed with due dispatch, but Contractor does not warrant any particular vessel, speeds or arrival/departure times; B. it shall procure transportation equipment to be used to transport the Project Cargoes under these Terms and Conditions subject to the right of the Project Team to review and approve all aspects of the contemplated transportation services; and C. other than the foregoing, neither Contractor nor any conveyance shall be held to any warranty whatsoever, express or implied, including without limitation any warranty of air, road or seaworthiness, any warranty of fitness/suitability for any purpose/use or any warranty of workmanlike performance or service. 7. CUSTOMER REPRESENTATION AND WARRANTIES: Customer represents and warrants that: A. it is the owner of the Project Cargoes and further warrants that these Terms and Conditions shall bind the exporter, importer, sender, receiver, owner, consignor, consignee, transferor and transferee of the Project Cargoes as well as anyone else claiming by or through them, and all assignees or transferees of the foregoing, all of whom shall be

included within the term and have the obligations of "Customer" as stated herein. If more than one person or entity is a "Customer" under these Terms and Conditions, then all of Customer's representations, warranties, indemnities, agreements, consents, and waivers under these Terms and Conditions shall be joint and several. Contractor may exercise its rights and remedies upon the breach or default by any one person or entity constituting the Customer (with or without exercising rights or remedies against the Project Cargoes, any other property, or any other person or entity); B. all information, instructions and particulars relating to the Project Cargoes and/or the contemplated handling and transportation provided by or on behalf of Customer, including their nature, description, special characteristics, marks, number, weight, volume, centers of gravity, lifting points, etc. shall be accurate and complete; all wooden items, including those used in dunnage or packaging, shall be stamped as treated wood as per Quarantine International ISPM regulations; and all appropriate and required customs paperwork shall accompany the Project Cargoes. Customer warrants that iron and steel Project Cargoes are distinctly and permanently marked with oil paint and that every bundle is securely fastened and metal tagged so that each piece or bundle can be distinguished at the port of discharge. Customer agrees that any statement hereon by Contractor that iron, steel, or metal Project Cargoes of any description have been shipped in apparent good order and condition does not involve any admission by Contractor as to the absence of rust; fresh water damage; or deterioration between tin plates, galvanized iron, or metal sheets for which Contractor accepts no responsibility or liability; C. all documentation, certifications, authorizations, permits and licenses required for the Project Cargoes and/or the contemplated handling and transportation (other than those which have been specifically identified as the responsibility of Contractor in these Terms and Conditions) shall be provided by Customer at its risk and expense; D. hazardous, dangerous, inflammable, or potentially damaging Project Cargoes (including radioactive materials) will be disclosed in advance by Customer to Contractor and will not be required to be transported by Contractor without the prior written assent of Contractor. In such case Customer warrants that such Project Cargoes will be distinctly marked on the outside so as to comply with all applicable laws, regulations, or requirements. If any hazardous, dangerous, inflammable, or potentially damaging Project Cargoes are delivered to Contractor without Contractor's prior written assent, proper marking, or if in the opinion of Contractor the Project Cargoes are likely to become dangerous, hazardous, inflammable, or of a damaging nature, Contractor may destroy, abandon, or dispose of such Project Cargoes without any liability or compensation to Customer. Customer further agrees to indemnify and hold harmless Contractor against any and all claims, losses, damages, or expenses arising in consequence of the carriage or handling of the Project Cargoes. E. all facilities at the points of origin, destination, as well as all those intermediate thereto, shall be available, accessible, level, of even surface, safe and capable of supporting the Project Cargoes without any loss/damage to the Project Cargoes, any such facility, any overhead, surface or underground utilities, or any adjacent structures (including without limitation roadways, docks, piers and dock aprons); F. except to the extent specifically identified in these Terms and Conditions as being the responsibility of Contractor, the Project Cargoes shall be properly marked, packed, internally shored and supported, and otherwise protected and in all respects ready, fit and suitable for handling and transportation as contemplated, including without limitation for open, on deck, or below deck transportation by vessel and exposure to wind, weather and sea, as well as the natural rolling, pitching, twisting, bending and other vessel movements and all Project Cargoes shall be free of dirt, mud, oil, grease etc. Unless otherwise agreed to by the parties in writing prior to shipment, Customer agrees and consents that Project Cargoes may be transported open deck, on deck, below deck, or any other manner as Contractor

deems fit; G. all vessels utilized for the transportation services shall be able to enter into, operate and be shifted within, lie at and depart from (including any ballasting required to load/unload the Project Cargoes) all ports, berths, docks and piers at all times and stages of tide safely afloat and without loss or damage, and all other conveyances shall be able to at all times safely access all facilities required for the transportation services; H. equipment, containers, pallets and/or similar articles of transport supplied by or on behalf of Contractor shall be returned to Contractor in the same order and condition as handed over to Customer, with the interiors clean and within the time frame advised by Contractor. Customer is liable for and will indemnify Contractor for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to equipment, containers, pallets, or similar articles of transport; I. the Project Cargoes are legal, and the contemplated handling and transportation will not violate any law or regulation. Customer further warrants that it is and shall remain in compliance with all applicable laws and regulations, federal, state and local, including without limitation anti-corruption laws such as the U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), U.S. Anti-Boycott regulations and the various U.S. economic sanction programs administered by the Treasury Office of Foreign Assets Control ("OFAC"), and that the information which Customer provides to Contractor in connection with Customer's compliance with such laws and regulations is and shall remain complete, true and correct. Customer shall also comply with all laws and regulations of any country to, from, through or over which the Project Cargoes may be carried. Customer shall indemnify, defend and hold Contractor harmless against any and all claims, losses, demurrage, detention or damages arising from the conduct of Customer or any of its officers, directors, employees, agents, and owners or other persons working for or with Customer under these Terms and Conditions, which constitutes a violation of any applicable law or regulation, any of the Customer's obligations, warranties and representations set forth in these Terms and Conditions, any other agreement with Contractor, or any other agreement involving the Project Cargoes; Customer shall also comply with the International Convention for the Safety of Life at Sea, 1 November 1974, 1184 UNTS 3 as codified and amended from time to time ("SOLAS Rules"), including any national legislation adopting SOLAS Rules and the amendment to regulation VI/2 (requiring the mandatory provision of the verification of the gross mass ("VGM") of packed containers and the Guidelines regarding the verified gross mass of a container carrying cargo (MSC.1/Circ.1475); and J. Project Cargoes that do not comport with these representations and warranties and Terms and Conditions may be rejected.

**Rule Number: 900-2b**

Rule Description: PROJECT CARGO BILLS OF LADING - TERMS AND CONDITIONS - 3

Full Text of Rule: 8. FEES, PAYMENT, DELAY CHARGES AND LIENS A. Fees: Contractor's fee for the services shall be as set forth in the Price Quotation and these Terms and Conditions. If Contractor is requested by Customer to advance charges or is required to advance charges to obtain favorable rates or contracting for Customer, an additional fee shall be applied to such advances. Contractor is authorized, but is not required, to advance any charges whatsoever. All charges relating to the Project Cargoes and/or transportation services shall be paid by Customer directly to Contractor. Customer is responsible and liable for any and all charges relative to the Project Cargoes. Charges include those specifically identified in the Price Quotation as well as all other charges necessarily incurred to provide the transportation services, and/or which are incurred relative at any stage before, during or after the

course of transportation of the Project Cargoes; charges include but are not limited to: deadfreight, demurrage, detention and delay charges and penalties; taxes of every type and nature; customs duties and charges for entry; inspection, clearance, etc.; export charges; additional handling, sorting and storage charges; overlength, overwidth, overweight, and overheight charges; charges related to complying with the SOLAS Rules; reweighing and remeasuring charges; loading, stowage, securing, seafastening, and lashing charges; repacking, repackaging and resealing charges; highway tolls and escort charges; additional permits, authorizations, licenses; dockage, wharfage, harbor and port charges; charges for reinforcing and/or constructing roads, bridges, bypasses, and other such structures; fuel, security, emergency and any other surcharges; and currency fluctuations. B. Payment: Deposit and advance payments for fees and charges must be made when and as identified in the Price Quotation, with such deposit/advance payments to be a credit upon Customer's obligations for payment/reimbursement. Contractor has the right to terminate services immediately if any payment, including deposit/advance payment, is not made when due. All payments are due in the currency and within the time period set forth in Contractor's invoice, without deduction, abatement, counterclaim or setoff. Contractor is entitled to payment of all fees and charges due hereunder and to receive and retain it irrevocably under any circumstances whatsoever, whether or not the Project Cargoes are tendered, lost, damaged or delayed or whether the carriage of the Project Cargoes is interrupted or abandoned. Interest on payments which are due but which have not been made shall accrue at the rate of one and a half percent (1.5%) per month (19.72% annum) from date due until paid in full. C. Delay Charges: At any point at which Customer directly or indirectly causes delay, withholds review or approval or alters, changes or adjusts any aspect of the operations, or in the event conveyances or the transportation services provided by Contractor are otherwise frustrated, delayed or interrupted for any reason whatsoever, including without limitation epidemics; quarantines; ice; labor troubles; labor obstructions; weather and/or sea conditions; strikes; riots; boycotts; lockouts (on board or ashore); congestion; port closure; the lack of access to any origin, intermediary or destination site; force majeure events; act of God; safety conditions; all resulting delay related expenses and charges shall be paid by Customer to Contractor. Delay charges shall continue until such delay has ended and transportation services or the applicable portion thereof may continue. Additionally, Contractor may declare the voyage terminated and discharge the Project Cargoes at a near, or nearest possible, accessible port to be declared by Contractor, in which case any discharge shall be deemed true fulfillment of services by Contractor. Customer shall also be responsible for any additional and/or unanticipated costs, charges and expenses arising out of or related to any such delay and agrees to indemnify, defend and hold Contractor harmless from any and all delay charges, claims or expenses of whatever nature. D. Taxes: Any taxes or other governmental charges arising out of or relating to any aspect of the transportation of the Project Cargoes, including the transportation services provided by Contractor under these Terms and Conditions, shall be the responsibility of Customer and either paid directly or reimbursed to Contractor, except such taxes applicable to Contractor by virtue of its receipt of its fee as set forth herein. E. Lien: As security for any existing and future indebtedness and obligations of the Customer to Contractor, including claims for charges, expenses, indemnity obligations, delay charges, or advances incurred by the Contractor in connection with any shipment or transaction of the Customer, and whether or not presently contemplated by the Customer and Contractor, the Customer hereby grants to the Contractor a continuing lien and security interest in any and all property of the Customer (including Project Cargoes and documents relating thereto) now or hereafter in Contractor's possession, custody or control or en route (the "Collateral"). This lien and security interest shall be in addition to any other rights Contractor

has or may acquire under any other agreements and/or applicable law, and shall survive delivery or release of any Collateral. If any indebtedness remains unpaid, Contractor may, in addition to any other rights it has under other agreements and/or applicable law, exercise any or all of the rights of a secured party under the Uniform Commercial Code now in effect in the State of Washington. Any notice required to be given by the Contractor of a sale or other disposition or other intended actions with respect to any Collateral, or otherwise, made by sending same to the Customer at least ten (10) days prior to any proposed action shall constitute fair and reasonable notice to the Customer. Any surplus from a sale or other disposition of Collateral, after application of the proceeds to the costs of enforcement and sale or other disposition (including attorneys' fees) and to the indebtedness and obligations shall be transmitted to the Customer, and the Customer shall be liable for any deficiency in the sale. 9.

TRANSPORTATION LIBERTIES: Contractor shall be at liberty to call at any port/place to replenish fuel, oil, stores or other necessaries and/or make repairs; Contractor may deviate for the purpose of assuring the safety of and/or to inspect the Project Cargoes, to adjust (sea) fastenings/lashings and/or resecure/restow the Project Cargoes, or in an attempt to save life at sea; Contractor may select any route or speed believed reasonable under the circumstances; in the event of accident, danger, damage, disaster or other event occurring after departure of a conveyance which in the opinion of Contractor prevents or may prevent the safe completion of such trip/voyage, Contractor may call at any port/place and cause the Project Cargoes to be discharged/unloaded and stored at Customer's expense. 10. CARGO INSURANCE: As a condition precedent to Contractor's performance under these Terms and Conditions, Customer shall, at its sole expense including premiums, deductibles and all other policy related charges, procure and maintain all risk first party cargo insurance upon the Project Cargoes to their full delivered value(s) plus the costs of freight and insurance, with such policy specifically endorsed to provide waiver of subrogation in favor of Customer and Contractor as well all surveyors, engineers, subcontractors, consultants and other persons and entities in any way involved with the sale, purchase, loading, stowing, trimming, securing, lashing, discharging and/or transportation of the Project Cargoes. Customer shall rely upon such policy for any loss/damage to or howsoever involving the Project Cargoes or their transportation.

**Rule Number: 900-2c**

Rule Description: PROJECT CARGO BILLS OF LADING - TERMS AND CONDITIONS - 4

Full Text of Rule: 11. LOSS/DAMAGE A. Generally: Subject to subsections B., C., and D., below, Contractor's liability with respect to the Project Cargoes, and whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, shall be the lesser of the actual cost to repair, replace and/or deliver the Project Cargoes or ten cents of an United States Dollar (\$0.10 USD) per pound. However, if Customer has declared in writing to Contractor a higher valuation for the Project Cargoes and Contractor has agreed in writing to accept such higher valuation, then Customer shall pay increased fees to Contractor and Contractor's liability shall be the lesser of the higher value so declared and agreed or the actual cost to repair, replace and/or deliver the Project Cargoes. Contractor shall not be liable to Customer or any other claiming by, through or with respect to the Project Cargoes, whether for loss, delay, shortage, misdelivery, failure to deliver or otherwise, or in tort, contract or upon any other theory, other than as set forth in these Terms and Conditions, and Customer agrees to indemnify and hold Contractor harmless (including legal fees and costs) from any illness, injury or death of any person,

or damage to any property, or any other loss, damage, expense, liability, claim, lien, penalty, delay, and/or suit arising out of or in any fashion relating to the Project Cargoes or any act or omission of Customer, including but not limited to any damage to any vessel, dock or other equipment used at any stage of transporting, loading, or discharging the Project Cargoes however so caused. B. Transportation by Air: In the event of international transportation by air, Contractor's Air Charter Agreement, Air Waybill and the Montreal Convention will be applicable. In such an event, the transportation by air shall be subject to said Convention and Contractor's Air Waybill and Air Charter Agreement and the limitations of liability set forth therein shall apply for all loss or damage to the Project Cargoes transported by air. C. Transportation by Water: In the event of transportation by water, the U.S. Carriage of Goods by Sea Act (COGSA) shall be incorporated into these Terms and Conditions and be applicable. In such an event, the transportation by water shall be subject to said Act and Contractor's liability for loss/damage to the Project Cargoes or portion thereof transported by water shall be limited in accordance with said Act. For purposes of COGSA, the single largest Customer provided unit, such as a single container, flatrack, platform, trailer or pallet, whichever is largest, or an entire machine or piece of equipment, shall constitute the "package," rather than any individual contents, boxes or pieces thereof, or in or on such unit. In addition, in the event of transportation by water the following provisions shall apply: (1). General Average: General average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, at such port or place selected by Contractor and as to matters not provided for by said Rules according to the laws and usage of the Port of Seattle, with the Tug and Barge(s) not deemed involved in a common maritime adventure unless each such vessel is actually and directly exposed to a common peril; a vessel is not in common peril with another vessel if by disconnecting from such other vessel it is in a position of safety or ceases to be actually and directly exposed to such peril. For purposes of said Rules, the parties expressly acknowledge that the Project Cargoes are carried in accordance with the recognized custom of the trade. To the extent required by Contractor, average agreement, bond and/or additional security shall be furnished by Customer prior to discharge/release of the Project Cargoes. Any cash deposit shall be payable in U.S. currency, remitted to an average adjuster of Contractor's choosing and held in a special account in the adjuster's name, with interest thereon to become a part thereof pending settlement of general average. In the event of accident, danger, damage or disaster before or after commencement of voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which Contractor is not responsible by statute, contract or otherwise, the Project Cargoes and Customer shall contribute with Contractor and vessel(s) in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred with respect to the Project Cargoes. The contribution of Project Cargoes and Customer to general average shall be paid to Contractor even when such average is the result of fault, neglect or error of the vessel master, pilot or crew. If a salving ship is owned and/or operated by Contractor, salvage shall be paid for as fully and in the same manner as if such salvage ship belonged to strangers. (2). Both-to-Blame Collisions: In the event of cargo damage resulting from collision, if the vessel(s) (or either of them) should collide or come into contact with another ship or object as a result of the negligence of the other ship or object and any act, neglect or default of master, mariners, pilot or servants of Contractor in the navigation, management or maintenance of the vessels, Customer shall indemnify Contractor and the vessel(s) from and against all loss and liability to the other or non-carrying ship, her owners and any third parties insofar as such loss and liability represents a loss of, damage to or any claim whatsoever of Customer, the owners of the cargoes and/or their underwriters, paid or

payable by the other or non-carrying ship, her owners or third parties to Customer, the owners of the cargoes or their underwriters and set off, recouped or recovered by the other or non-carrying ship, her owners or any third parties as a part of their claim(s) against Contractor and/or the vessel(s). The foregoing shall apply when the owners, operators or those in charge of any ship or object other than or in addition to those colliding are at fault with respect to such collision or contact. D. Exceptions: Contractor shall not be liable for any loss, damage, delay, shortage, misdelivery, failure to deliver or other result involving the Project Cargoes caused by: act of God; peril of land, sea or air; act of terrorism; act of public enemy; act of war; act of public or government authority or other with apparent public or government authority; fire; quarantine; act or omission of Customer or its agent or representative; strike, lockout or other labor dispute; sabotage; riot or other civil commotion; wastage in bulk or weight or arising from the nature of the Project Cargoes; inherent vice; improper and/or insufficient packing, securing, packaging, marking or addressing; latent defect not discoverable by due diligence; compliance with instructions from Customer; Project Cargoes loaded by Customer into sealed containers or other packages, providing the seal or package remains unbroken and not physically damaged; errors in operation or navigation of a vehicle, vessel or other conveyance; and/or resulting from a vessel owner succeeding in any limitation of liability or similar provision. E. Delivery and Claims: Delivery of the Project Cargoes without written notification of loss/damage to Contractor shall be prima facie evidence that the Project Cargoes have been delivered in the same good order, count and condition as when initially received by Contractor. As a condition precedent to any recovery against Contractor: (1). The Project Cargoes must be carefully inspected by Customer immediately upon delivery, and any loss/damage which would then be evident must be noted in writing to Contractor, or the Project Cargoes shall be conclusively presumed to have been delivered in the same good order, count and condition as when initially received by Contractor. (2). In the event of loss/damage not ascertainable at delivery, or in the event the Project Cargoes are delayed, lost or otherwise not timely delivered, written notice must be given to Contractor within three (3) days, after which it shall be conclusively presumed that the Project Cargoes were delivered in the same good order, count and condition as when initially received by Contractor. (4). Contractor shall have a reasonable opportunity to inspect the Project Cargoes in the same condition as upon delivery and before any alteration or destruction. (5). A formal written claim for loss/damage, along with all supporting documentation specifying the full particulars thereof and the amount(s) being claimed, must be filed with Contractor within three (3) months of delivery, the date on which the Project Cargoes should have been delivered, or the date on which Contractor disallowed the claim or pertinent part of the claim, whichever is later. (6). Suit against Contractor for any claims, loss, damage of any nature must be filed within one (1) year from delivery or release of the Project Cargoes or the date which the Project Cargoes should have been delivered or released. (7). There shall be no recovery against Contractor until fees and other amounts due Contractor with respect to the Project Cargoes have been fully paid and received by Contractor.

**Rule Number: 900-2d**

Rule Description: PROJECT CARGO BILLS OF LADING - TERMS AND CONDITIONS - 5

Full Text of Rule: 12. SUBCONTRACTING: Contractor may subcontract and/or engage vendors to provide all or any part of the transportation services, with such subcontractors and vendors to have the same limitations upon, exceptions and defenses to, and immunities and exemptions from liability as

available to Contractor under these Terms and Conditions, at law or otherwise. Customer warrants it shall make no claim against any such subcontractor or vendor with respect to the Project Cargoes or their transportation but only, if applicable, against Contractor; if any such claim shall be made against any such subcontractor or vendor, Customer shall indemnify and hold Contractor harmless (including legal fees and costs) of and from any loss, damage, expense, liability and/or suit relating thereto. 13. CONSEQUENTIAL DAMAGES: Neither Contractor nor its subcontractors/vendors, nor any conveyance, shall be liable for any indirect, consequential, special, or punitive damages of any type or nature whatsoever and howsoever arising, including without limitation any loss of profits, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, regardless of whether resulting from its negligence, breach of these Terms and Conditions or otherwise, and regardless of whether any such damages may have been foreseeable. 14. EXTENSION OF BENEFITS: All limitations upon, and exceptions and defenses to, liability granted to Contractor under these Terms and Conditions, at law or otherwise shall be automatically extended to all parent, subsidiary and/or affiliated business entities of Contractor (including its and their respective owners, directors, officers, employees and agents) and to all vessels, vehicles, aircraft, conveyances, carriers, contractors, subcontractors, stevedores, agents and all other persons/entities and equipment utilized and/or providing any services whatsoever with respect to the Project Cargoes or their transportation and the aggregate liability of Contractor and all such persons shall not exceed the agreed liability of Contractor alone as set forth herein. 15. PERFORMANCE: Contractor shall not be responsible for delay or inability to perform to the extent caused by: acts of God; perils of the air, land or sea; adverse weather conditions; errors in the navigation/operation of a conveyance; breakdown or defect in the hull, machinery, equipment, etc. of a conveyance not resulting from a lack of due diligence to make the same air, road or seaworthy at commencement of voyage/trip, as applicable; strikes or labor troubles; war; restraint or seizure by government or belligerent party; riot or civil commotion; terrorism; theft or pilferage; epidemic; quarantine; embargo; deviation in attempt to save life or property at sea; fire or explosion; and/or any other cause which is beyond its actual direct control. In performing services, Contractor acts as Customer's agent. Contractor shall have no duties, and makes no express or implied warranties, other than those set forth in these Terms and Conditions. 16. CANCELLATION: In the event Customer cancels the services to be provided by Contractor, Customer shall pay the proportion of the entire fee identified in the Price Quotation as a cancellation charge. 17. ASSIGNMENT: Customer may not assign its rights or obligations under these Terms and Conditions in whole or part without the prior written consent of Contractor. 18. LAW AND DISPUTE RESOLUTION: These Terms and Conditions and all claims or causes of action arising out of or relating to these Terms and Conditions, the Project Cargoes and/or their transportation, shall be governed by the laws of the United States, to the extent there is an applicable United States statute or rule of law, and otherwise by the laws of the State of Washington. Any dispute relating to these Terms and Conditions, the Project Cargoes and/or their transportation, shall be resolved through litigation only in Seattle, Washington, with the parties hereby consenting to the personal and subject matter jurisdiction of such courts and the applicability and convenience of said venue. Customer further irrevocably consents to the commencement and to the transfer of venue in any or all such actions to any other venue in which Contractor is party to a legal action brought by itself or a third party that arises from or is connected with the Contractor's transportation services under these Terms and Conditions. Customer waives all defenses based on inconvenience of forum in all actions commenced under these Terms and Conditions. Customer shall pay all costs incurred by Contractor (including attorneys' fees and expenses) in connection with any



dispute between Customer and Contractor (including for transfers of venue, for appeals, and in bankruptcy and receivership proceedings). 19. INTEGRATION, MODIFICATION AND CONSTRUCTION: These Terms and Conditions together with the Contractor's Price Quotation, bills of lading and other shipment documentation issued by Contractor as well as the terms in Contractor's invoices and Application for Credit constitute the entire agreement between the parties and expressly supersede all prior and contemporaneous agreements, written and oral. If these Terms and Conditions conflict with the terms of any other such document or agreement, then all relevant documents shall be construed in a manner that maximizes the Company's rights, remedies, powers, privileges, and protections. These Terms and Conditions shall not be modified except through a writing signed by both parties. These Terms and Conditions shall be construed neutrally, and as the commemoration of the mutual assent of both parties, rather than for or against a party. The headings used above are for convenience of reference only. If any portion of these Terms and Conditions shall, in whole or in part, be determined unenforceable or invalid, the balance of these Terms and Conditions shall remain in full force and effect without regard to such illegality or unenforceability of a portion of these Terms and Conditions. The terms "including" and "includes" are not limiting. The waiver of any provision or any breach or violation of any provision of these Terms and Conditions by Contractor shall not operate or be construed as a continuing waiver or waiver of any subsequent breach or violation hereof.

**Rule Number: 900-2e**

Rule Description: PROJECT CARGO BILLS OF LADING - TERMS AND CONDITIONS - 6

Full Text of Rule: 20. CONTRACTOR TARIFF: Copies of Contractor's tariff are obtainable from Contractor upon request or where applicable from the Federal Maritime Commission or other government agency with whom its tariff has been filed. Contractor may from time to time change the terms of these Terms and Conditions. The current and applicable terms of these Terms and Conditions can be found on Contractor's website at [www.expeditors.com](http://www.expeditors.com) and may differ from the pre-printed terms for these Terms and Conditions. In the event of a conflict between the terms of these Terms and Conditions and the updated version in Contractor's tariff in effect on the date that cargo is received by Contractor for transport under these Terms and Conditions, the updated version shall control. 21. DATA PROTECTION: Customer represents and warrants that it complies with all applicable privacy and data protection laws with respect to personally identifiable information about individual contacts of Customer and clients of Customer ("Customer Data") that Customer provides to Contractor to allow Contractor to perform services. Customer acts as a "data controller" or an equivalent term under applicable Law with respect to Customer Data. Customer further represents and warrants that it has obtained the proper consent from all data subjects to the disclosure and transfer of Customer Data to Contractor. In providing services to Customer, Contractor may process Customer Data and thus act as a "data processor" or an equivalent term under applicable Law with respect to such data and will process Customer Data in accordance with lawful instructions from Customer. Contractor may use Customer Data as part of its Customer account opening and general administration process (e.g., in order to carry out compliance, financial checks, invoicing, or debt recovery), and otherwise in performing services. For purposes herein, the information may be transferred to or accessible from Contractor's offices around the world.

**Rule Number: 901**

Rule Description: PROJECT CARGO - SCOPE OF TARIFF - 1

Full Text of Rule: SCOPE OF TARIFF Rates, rules and regulations in this Tariff apply on shipments to United States Ports and Points from Ports and Points in Foreign Countries named in Rule 1. All shipments handled under this Tariff shall be transported from Origin Port to Destination Port under Carrier's Bill of Lading (See Rule 8) and shall be governed by the terms thereof. Carrier shall perform such transport by water. ORIGIN SCOPE: A. AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA ANDORRA ANGOLA ANGUILLA ANTARCTICA ANTIGUA AND BARBUDA ARUBA 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 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 CZECH REPUBLIC DENMARK DJIBOUTI DOMINICA DOMINICAN REPUBLIC ECUADOR EGYPT EL SALVADOR EQUATORIAL GUINEA ETHIOPIA EUROPA ISLAND FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF MICRONESIA FIJI 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 HAITI HEARD ISLAND AND MCDONALD ISLAND HONDURAS HONG KONG HOWLAND ISLAND HUNGARY ICELAND INDIA INDONESIA IRAN IRAQ IRAQ SAUDI ARABIA NEUTRAL ZONE 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 MACEDONIA MADAGASCAR MALAWI MALAYSIA MALDIVES MALI MALTA MAN ISLE 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 NIUE NORFOLK ISLAND NORTHERN MARIANA ISLANDS NORWAY OMAN PAKISTAN PALMYRA ATOLL PANAMA PAPUA NEW GUINEA PARACEL ISLANDS PERU PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO QATAR REUNION ROMANIA RWANDA SAN MARINO SAO TOME AND PRINCIPE SAUDI ARABIA SENEGAL SEYCHELLES SIERRA LEONE SINGAPORE SLOVAKIA SLOVENIA 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 USA VANUATU VATICAN CITY VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND WALLIS AND FUTUNA WEST BANK WESTERN SAHARA WESTERN SAMOA YEMEN YUGOSLAVIA ZAIRE ZAMBIA ZIMBABWE Destination Scope: AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA ANDORRA ANGOLA ANGUILLA ANTARCTICA ANTIGUA AND BARBUDA ARUBA 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 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 CZECH REPUBLIC DENMARK DJIBOUTI DOMINICA DOMINICAN REPUBLIC ECUADOR EGYPT EL SALVADOR EQUATORIAL GUINEA ETHIOPIA EUROPA ISLAND FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS MICRONESIA, FEDERATED STATES OF FIJI 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 HAITI HEARD ISLAND AND MCDONALD ISLAND HONDURAS HONG KONG HOWLAND ISLAND HUNGARY ICELAND INDIA INDONESIA IRAN IRAQ IRAQ SAUDI ARABIA NEUTRAL ZONE 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 MACEDONIA MADAGASCAR MALAWI MALAYSIA MALDIVES MALI MALTA MAN ISLE 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 NIUE NORFOLK ISLAND NORTHERN MARIANA ISLANDS NORWAY OMAN PAKISTAN PALMYRA ATOLL PANAMA PAPUA NEW GUINEA PARACEL ISLANDS PERU PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO QATAR REUNION ROMANIA RWANDA SAN MARINO SAO TOME AND PRINCIPE SAUDI ARABIA SENEGAL SEYCHELLES SIERRA LEONE SINGAPORE SLOVAKIA SLOVENIA 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 USA VANUATU VATICAN CITY VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND WALLIS AND FUTUNA WEST BANK WESTERN SAHARA WESTERN SAMOA YEMEN YUGOSLAVIA ZAIRE ZAMBIA ZIMBABWE

**Rule Number: 901- 1**

Rule Description: PROJECT CARGO - SCOPE OF TARIFF - 2

Full Text of Rule: Group 1 (Far East Asia) Korea, Republic of Democratic People's Republic of Korea China Hong Kong Japan Taiwan, R.O.C. Macau Philippines Brunei Darussalam Indonesia Malaysia Singapore Thailand Vietnam Cambodia Laos Myanmar (Burma) Group 2 (Indian Sub-Continent) Pakistan India Sri Lanka Bangladesh Group 3 (Australia/New Zealand) Australia New Zealand New Caledonia Papua New Guinea Group 4 (United Kingdom) England Scotland Ireland North Ireland Group 5 (Continent) France (Excl. FOS and Marseille) Belgium Netherlands Slovakia Luxembourg Germany Poland Czech Republic Switzerland Austria Hungary Liechtenstein Russian Federation Estonia Latvia Lithuania Belarus Slovenia Group 6 (Scanbalt) Norway Sweden Finland Denmark Group 7 (Mediterranean) Spain Portugal South France (Fos, Marseille) Italy Group 8 (Eastern Mediterranean/North Africa) Greece

Turkey Syrian Arab Republic Cyprus Lebanon Israel Egypt Malta Tunisia Morocco Algeria Libya Arab  
Jamahiriya Group 9 (Red Sea/Middle East) Saudi Arabia Kuwait Bahrain United Arab Emirates Oman  
Qatar Jordan Yemen Group 10 (Black Sea) Bulgaria Romania Moldova, Republic of Ukraine Georgia  
Macedonia Group 11 (East Coast of South America) Brazil (Except BELEM and MANAUS) Argentina  
Uruguay Paraguay Group 12 (West Coast of South America) Chile Peru Ecuador Colombia (Excl. ports  
listed in Group 20) Bolivia Group 13 (Caribbean) Jamaica Haiti Dominican Republic Aruba Netherlands  
Antilles Trinidad and Tobago Grenada Barbados St. Lucia Dominica Guadeloupe Antigua and Barbuda  
Martinique St. Vincent and the Grenadines Group 14 (Central America) Honduras Guatemala El Salvador  
Nicaragua Costa Rica Panama Group 15 (South Africa) South Africa Lesotho Swaziland Mauritius  
Seychelles Group 16 (East Africa) Burundi Comoros Kenya Madagascar Malawi Maldives Mozambique  
Rwanda Tanzania, United Republic of Uganda Zambia Group 17 (West Africa) Angola Benin Cameroon  
Congo Congo, The Democratic Republic of Gabon Gambia Ghana Guinea Cote Divoire Liberia Mauritania  
Nigeria Senegal Sierra Leone Togo Group 18 (Red Sea African Ports) Djibouti Eritrea Ethiopia Somalia  
Sudan Group 19 (Polynesia) French Polynesia Society Islands Cook Islands Austral Islands Western  
Samoa Phoenix Islands Line Islands Marshall Islands Solomon Islands Santa Cruz Islands Fiji Tonga  
Micronesia, Federated States of Group 20 (North Coast South America) Cartagena, Colombia  
Barranquilla, Colombia Santa Marta, Colombia Venezuela Group 21 (Amazon Basin) Manaus, Brazil  
Belem, Brazil B. 1. PORTS IN THE UNITED STATES TO WHICH RATES APPLY USATLANTIC USGULF  
USGREATLAKES BALTIMORE, MD GALVESTON, TX CHICAGO, IL BOSTON, MA HOUSTON, TX CLEVELAND,  
OH CHARLESTON, SC NEW ORLEANS, LA DETROIT, MI MIAMI, FL DULUTH, MN NEW YORK, NY  
MILWAUKEE, WI NORFOLK, VA ST. PAUL, MN PHILADELPHIA, PA TOLEDO, OH SAVANNAH, GA NEWARK,  
NJ WILMINGTON, NC USPACIFIC LONG BEACH, CA LONGVIEW, WA LOS ANGELES, CA OAKLAND, CA  
PORTLAND, OR SACRAMENTO, CA SAN FRANCISCO, CA SEATTLE, WA TACOMA, WA 2. ALL PORTS IN THE  
FOLLOWING AREAS: ALABAMA LOUISIANA OHIO ARIZONA MAINE OKLAHOMA ARKANSAS MARYLAND  
OREGON CALIFORNIA MASSACHUSETTS PENNSYLVANIA COLORADO MICHIGAN RHODE ISLAND  
CONNECTICUT MINNESOTA SOUTH CAROLINA DELAWARE MISSISSIPPI SOUTH DAKOTA DISTRICT OF  
COLUMBIA MISSOURI TENNESSEE FLORIDA MONTANA TEXAS GEORGIA NEBRASKA UTAH IDAHO  
NEVADA VERMONT ILLINOIS NEW HAMPSHIRE VIRGINIA INDIANA NEW JERSEY WASHINGTON IOWA  
NEW MEXICO WEST VIRGINIA KANSAS NEW YORK WISCONSIN KENTUCKY NORTH CAROLINA WYOMING  
NORTH DAKOTA PUERTO RICO ALASKA HAWAII GUAM VIRGIN ISLANDS N. MARIANA ISLANDS

3. USWC and possibly including: CALIFORNIA Anaheim Huntington Beach Oxnard Barstow Huntington  
Park Pacoima Brea Inglewood Palm Springs Carlsbad Irvine Paramount Carson La Jolla Perris Cerritos La  
Mirada Pico Rivera Chatsworth Lathrop Placentia Chino Loma Linda Poasadena Chula Vista Lomita  
Pomona City of Commerce Lompoc Port Hueneme City of Industry Long Beach Rancho Santa Fe  
Compton Los Alamitos Rialto Corona Los Angeles Riverside Costa Mesa Lynwood Sacramento Cypress  
Mira Loma San Bernardino Diamond Bar Miramar San Clemente Dominguez Mojave San Diego Downey  
Monrovia San Dimas East Los Angeles Montclair San Fernando El Segundo Montebello San Francisco El  
Toro Monterey Park San Pedro Encinitas Montrose San Ysidro Encino North Long Beach Santa Ana  
Escondido National City Santa Fe Springs Fontana Norco Simi Valley Fountain Valley North Hollywood  
South Gate Fresno Northridge Sylmar Fullerton Norwalk Temecula Garden Grove Oakland Torrance  
Gardena Ocean Beach Tustin Glendale Oceanside Twenty Nine Palms Harbor City Ojai Ventura Hawaiian  
Gardens Ontario Vernon Hawthorne Orange Whittier WASHINGTON Auburn Bellevue Bellingham Camas

Everett Fife Kent Longview Portland Renton Seattle/Tacoma Tacoma Tukwila Vancouver Woodinville  
OREGON Beaverton Hillsboro Tigard Tualatin Wilsonville NEVADA Las Vegas Reno 4. Equalized Ports SEA-  
Seattle, WA and TCM-Tacoma, WA LAX-Los Angeles, CA, LGB-Long Beach, CA, & SPQ-San Pedro, CA JFK-  
New York, NY and EWR-Newark, NJ BUS - Busan, Korea and PUS - Pusan, Korea

**Rule Number: 902**

Rule Description: PROJECT CARGO - APPLICATION OF RATES AND CHARGES

Full Text of Rule: APPLICATION OF RATES AND CHARGES FOR INBOUND USA CARGO Rates apply to the transportation of General Commodities loose or in possibly in containers, provided in the sub-rules below: The Carrier shall if requested, act as Shipper's Agent for import traffic covered by the Carrier's Bill of Lading and arriving at a United States Port as specified by the Shipper. Depending on the nature and scope of the agency services provided, a separate fee may be assessed by the Carrier. APPLICATION OF RATES FOR OUTBOUND USA CARGO Except as otherwise provided, rates quoted herein are in United States currency. Whenever freight charges are assessed on a weight or measurement basis, the freight will be computed on the weight or measurement of the individual packages, whichever produces the greater revenue. When extending the freight charges on the Bill of Lading the total measurement at each rate may be rounded out to even cubic feet by dropping less than one-half (+) cubic foot and increasing one (1) cubic foot for one-half (+) cubic foot and over. When cargo is offered to carrier in containers as described in Rule 24, rates will apply from a point of rest in the CY and are subject to any delivery charges stated in this tariff or not concerning containerized cargo. When cargo is offered to carrier in containers and delivered to carrier's CFS for stuffing, rates will apply from point of rest in CFS immediately adjacent to tailgate of delivery truck and include charges incidental to receiving such cargo, but is subject to CFS stuffing and delivery charges . Any extra charges related to CY or terminal operations may be passed on to shipper or consignee at the carrier's discretion

**Rule Number: 902- 2**

Rule Description: PROJECT CARGO APPLICATION OF RATES AND CHARGES W/M BASIS

Full Text of Rule: Where rates are published on a weight ton/Per 1000 Kilograms (WT) or measurement /Per Cubic Meter (M) basis, the basis producing the greatest revenue to the Carrier shall be applied. Except as otherwise provided, the application of gross weight and/or measurement shall be determined as follows: a. 1) Rates based on a weight (W) basis shall be computed on the gross weight of the shipment. No allowance shall be made for the weight of the package or packaging. 2) W =Per Kilogram for LCX Shipments only. b. Rates based on a cubic measurement (M) basis shall be computed on the total cubic density of the shipment or the gross or overall cubic measurement of the individual pieces or packages (See paragraph "d" below). c. Rates based on the cubic measurement of odd size and outsize shipments such as aircraft parts, structural steel objects or construction machinery, shall be measured and computed on the dimensions as they would stow or be loaded into Carrier's Containers. Carrier reserves the right to file rates for each individual piece or project. All additional charges relating to terminal and ship operations shall be billed to shipper or consignee depending on terms of sale at the carrier's discretion. d. Cubic measurement for individual pieces or packages shall be computed in

accordance with the following rules: 1. All fractions under one-half centimeter are dropped. 2. All fractions over one-half centimeter are extended to the next full centimeter. 3. Where there is a fraction of exactly one-half centimeter in one dimension, it shall be extended to the next full centimeter. 4. Where there are fractions of exactly one-half centimeter in two dimensions, the one in the smaller dimension shall be extended to the next full centimeter and the other dropped. 5. Where there are fractions of exactly one-half centimeter in three dimensions, those in the largest and smallest dimensions shall be extended to the next full centimeter and the other dropped. 6. Where the total cubic measurement of the shipment contains a fraction of a cubic meter, such fractions when under one-half cubic meter are dropped. 7. Where the total cubic measurement of the shipment contains a fraction of a cubic meter, such fractions when over one-half cubic meter shall be extended to the next cubic meter. MEASUREMENT FOR OUTBOUND USA CARGO Whenever freight rates are to be based on the actual overall measurement of each package or other freight unit, they shall be computed with the understanding that Cubic Meter Tons shall be shown on Bills of Lading with fraction up to 3 places of decimals and fractions in the 4th decimal place to be disposed of as follows: 4 and under downward 5 and over upward In determining the cubical contents of any irregular piece or package the three greatest dimensions shall be measured. In determining the cubical contents of barrels, casks, kegs, and drums, the measurements are to be taken on the square of the bilge. In determining rate to be applied where weight rate is predicated on the measurements per ton, the actual fractions shall be used, to compute the measurements. In measuring pipe, the extreme outside measurement of the largest end must always be used.

WEIGHTS FOR OUTBOUND USA CARGO 1) Whenever freight charges are assessed per ton of 1000 Kilograms (WT), freight charges shall be computed on the gross weight of the individual pieces or packages. 2) W = Kilogram will be used for LCX shipments only.

**Rule Number: 902- 3**

Rule Description: PROJECT CARGO APPLICATION OF RATES AND CHARGES LUMP SUM BASIS

Full Text of Rule: Rates for certain items or types of cargo, such as oversize or heavy lift, may be quoted on a lump sum basis. Except as otherwise provided in the relevant tariff line item, lump sum rates are inclusive of all surcharges, ancillary charges and such other applicable charges as may be set forth in this tariff in effect at the time the cargo is received by the Carrier for shipment.

**Rule Number: 902- 4**

Rule Description: PROJECT CARGO - APPLICATION OF RATES & CHARGES GENERAL APPLICATION

Full Text of Rule: 1) Quotations (period of validity). Rates may be quoted for upcoming shipments, but quotations are only valid for thirty days and shipments will be subject to tariff rate in effect at time of shipment as per Rule 3

**Rule Number: 902- 5**

Rule Description: PROJECT CARGO - APPLICATION OF RATES AND CHARGES C.A.F.

Full Text of Rule: 1) Currency Adjustment Factor Rule - Except as otherwise provided, all rates and charges are quoted in U.S. Currency and determined with due consideration to the relationship of U.S. Currency to other involved Currencies. Carrier reserves the right to adjust rates and charges upon publication in conformity with the Shipping Act of 1984 to remove the adverse effect of any material change in this relationship

**Rule Number: 902- 6**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES & CHRGES OTHER DISCHARG

Full Text of Rule: CARGO DISCHARGED AT OTHER THAN BILL OF LADING PORT FOR INBOUND USA CARGO The Carrier may, at its option, discharge cargo at a terminal port other than the port named in the ocean Bill of Lading, and arrange, at Carrier's expense, for movement, via-rail, truck or water of the shipment from port of actual discharge to the following: A. To Carrier's terminal dock at port of destination declared on the Bill of Lading. In the case of cargo which has been entered through customs at the port of discharge, the ocean carrier may forward such cargo direct to a point designated by the consignee provided the consignee pays the costs which he would normally have incurred either by rail, truck or water, the cargo had been discharged at the terminal port named in the ocean Bill of Lading, or; B. To the terminal of the bonded on-carrier nearest to the port of destination declared on the ocean carrier's Bill of Lading in the case of cargo which has not been entered through Customs at port of discharge.

**Rule Number: 902- 7**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES & CHARGES OWNER'S RISK

Full Text of Rule: CARGO OWNER'S RISK Except as elsewhere provided, crockery and all fragile property in packages will be accepted only at cargo owner's risk: 1. Oil and other liquid will be accepted only at cargo owner's risk of leakage. 2. Perishable cargo will be accepted only at cargo owner's risk of damage. 3. For cargo which is liable by its nature to lose weight or substance by attrition, evaporation, etc. during the voyage, the Carrier will be liable only for the delivery of the proper number of bales, packages, etc. No claims for overpaid freight will be allowed on the basis of landed weight at port of entry or at inland destination. 4. Deck cargo accepted only at cargo owner's risk.

**Rule Number: 902- 8**

Rule Description: PROJECT CARGO - APPLICATION OF RATES & CHARGES - DIVERSION OF CARGO

Full Text of Rule: DIVERSION OF CARGO FOR INBOUND USA CARGO If the Carrier at its option allows the discharge of cargo at a port other than the Bill of Lading port at request of shipper or consignee, a diversion charge, as per underlying carrier's tariff will be assessed to LCL cargo, non-containerized cargo

and full container load cargo. In addition, Expeditors reserves the right to assess an administrative fee for managing the diversion. This amount may be up to \$250 per project bill of lading as per customer agreement. (A) A fee for re-issuance of Project Bill of Lading which, if applicable, will be charged separately from administrative diversion fees. (B) All extra costs incurred for diversion of cargo, include but not limited to re-stowage, re-positioning, load or discharge costs, detention and/or demurrage costs, or inland haulage shall be for the account of the cargo and/or the party requesting the diversion, to be paid in full prior to release of cargo. (C) Cargo will be re-rated and billed based on the diverted shipment in accordance with the governing tariffs, and/or service contract if applicable, at the time of shipment. (D) A shipment may be diverted only once. (E) Diversion of cargo only applies to full Project Bill of Lading quantities or full container loads only. Diversion request must be made 48 hours prior to vessel arrival at port based on written instructions from shipper or consignee. Diversion requests made less than 48 hours are subject to Corporate approval. If diversion is effected to a port to which the rate is other than that assessed, carrier will adjust freight charges to the rate applying to such port. Diversion of Cargo - Change of Mode Only Should cargo account request change of mode but cargo is moving to final destination as named on bill of lading, carrier at its option may honor the original rate as per the tariff, or may assess the charges above and beyond the tariffed rate - based on additional costs associated with the change of mode. This may include the standard diversion fee(s) and extra costs as mentioned above in point (B). DIVERSION OF CARGO FOR OUTBOUND USA CARGO If the Carrier at its option allows the discharge of cargo at a port other than the Project Bill of Lading port at request of shipper or consignee, a diversion charge, as per underlying carrier's tariff will be assessed to LCL cargo, non-containerized and full container load cargo. In addition, Expeditors reserves the right to assess an administrative fee for managing the diversion. This amount may be up to \$250 per project bill of lading as per customer agreement. (A) A fee for re-issuance of Project Bill of Lading which, if applicable, will be charged separately from administrative diversion fees. (B) All extra costs incurred for diversion of cargo, include but not limited to re-stowage, re-positioning, load or discharge costs, detention and/or demurrage costs, or inland haulage shall be for the account of the cargo and/or the party requesting the diversion, to be paid in full prior to release of cargo. (C) Cargo will be re-rated and billed based on the diverted shipment in accordance with the governing tariffs, and/or service contract if applicable, at the time of shipment. (D) A shipment may be diverted only once. (E) Diversion of cargo only applies to full Project Bill of Lading quantities or full container loads only. If diversion is effected to a port to which the rate is other than that assessed, Carrier will adjust freight charges to the rate applying to such port. Diversion request must be made 48 hours prior to vessel arrival at port based on written instructions from shipper or consignee. Diversion requests made less than 48 hours are subject to Corporate review. Diversion of Cargo - Change of Mode Only Should cargo account request change of mode but cargo is moving to final destination as named on bill of lading, carrier at its option may honor the original rate as per the tariff, or may assess the charges above and beyond the tariffed rate - based on additional costs associated with the change of mode. This may include the standard diversion fee(s) and extra costs as mentioned above in point (B).

**Rule Number: 902-9**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES & CHARGES LIABILITY LIMIT



Full Text of Rule: LIMIT OF CARRIER'S LIABILITY FOR INBOUND USA CARGO The liability of the Carrier on the value of shipments at the rates herein provided, shall be determined in accordance with the clauses of the carrier's regular Project Bill of Lading form. LIMIT OF CARRIER'S LIABILITY FOR OUTBOUND USA CARGO The liability of the Carrier on the value of shipment at the rates herein provided, shall be determined in accordance with the clauses of the Carrier's regular Project Bill of Lading form.

**Rule Number: 902-10**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES & CHARGES MARINE INSURANCE

Full Text of Rule: MARINE INSURANCE The marine insurance for cargo is not included in the carrier's rates and coverage. If required, it must be placed by either the shipper, consignee or their agents.

**Rule Number: 902-11**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES&CHARGES PER CONTAINER

Full Text of Rule: PROJECT CARGO - CARGO APPLICATION OF RATES&CHARGES PER CONTAINER PER CONTAINER RATES FOR INBOUND USA CARGO A. Per container rates will apply only to shipments in containers and regardless of the amount of cargo loaded into containers. Shipments must be from one shipper or shipper's agent and shown on Project Bill of Lading(s). Project Bills of Lading must be claused: "To Be Rated On A Per Container Basis". In addition, shipments moving under Per container rates will only apply on one commodity indicated in the rate section of this tariff unless otherwise stipulated. Shippers may not mix different commodities in one container unless specific mixed commodity rates are provided. B. Per container rates will apply only and specifically PER CONTAINER, and will not apply to any overflows tendered to carrier. Overflow portions will be subject to all other rules and regulations and charges named in this tariff. C. Multiple container rates will be applied only to shipments that meet the above Requirements and apply where the number of containers is indicated by the specific commodity item. D. Multiple container cargo will be rated at the applicable multiple rate level, except where it is advantageous to the shipper or the shipper's agent for the carrier to rate such cargo at the next higher multiple rate level provided. E. Cargo moving at PER CONTAINER RATES, specifically will be assessed the ocean freight charges based on the local rates published in this tariff and collected prior to release. CONTAINER RATES FOR OUTBOUND USA CARGO Unless otherwise specified all per container rates are applicable CY/CY only.

**Rule Number: 902-12**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES AND CHARGES BOOKING

Full Text of Rule: BOOKING REQUIREMENTS FOR OUTBOUND USA CARGO 1. All property transported under the provisions of this tariff must be booked with the Carrier prior to shipment. Cargo booking must be made sufficiently in advance of scheduled sailing date 2. Except as otherwise specifically provided for herein, no bookings shall be made for a period in excess of sixty (60) days currently.

**Rule Number: 902-13**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES & CHARGES F.A.S VALUATION

Full Text of Rule: F.O.B. VALUE FOR RATE BASED ON F.A.S. VALUATION FOR INBOUND USA CARGO

Where the tariff rate on any commodity is determined by the F.O.B. value, this value is to be based on the total value F.A.S loading port on such commodity as indicated in each certified shipper's invoice, i.e., including all expenses up to delivery at ship's tackle, loading port. Commercial invoices listing more than one commodity shall indicate the F.O.B. valuation of each commodity listed therein, and the tariff rate for each commodity shall be separately determined; however, in the case of commodities classified to the same tariff item, the total F.O.B. valuation may be shown for each Bill of Lading, in which event the tariff rate for such Bill of Lading shall be determined by the total F.O.B. valuation corresponding to that Bill of Lading. The assessment of the tariff rate may not be made on the basis of any document other than the commercial invoice. In order to determine freight rates which are scaled by F.O.B. value, the dollar value shall be used when the shipper's commercial invoice shows both the F.O.B. value in foreign currency as well as U.S. Dollars, if the F.O.B. value is shown in foreign currency only, it shall be converted to dollars using the same exchange rate used for calculating the ocean freight.

**Rule Number: 902-14**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES AND CHARGES SERVICE

Full Text of Rule: SERVICE FOR INBOUND USA CARGO Carrier does not agree to transport shipments to any particular vessel nor in time for any particular market and will not be responsible for losses occasioned by unavoidable delays, but agrees to use all reasonable diligence in transporting all shipments.

**Rule Number: 902-15**

Rule Description: ACCESSORIAL CHARGES NOT INCLUDED IN TARIFF FOR INBOUND US

Full Text of Rule: 1. Rates provided herein do not include tolls, loading or unloading of rail cars or floating equipment or trucks, switching of rail cars, lighterage, transfer, storage, marine survey, rigging, permits, special lifting/handling equipment, rail car demurrage, craning or any other accessorial charges, except as otherwise provided in this tariff. Any charges incurred will be for the account of the cargo. 2. Rates do not include any Custom charges, duties or related taxes, or any charges from Port Authority tariffs.

**Rule Number: 902-16**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES& CHARGES IMPRACTICABLE

Full Text of Rule: ACCEPTANCE OF CARGO FOR INBOUND USA CARGO Nothing in this Tariff shall be construed as requiring Carrier to transport property or furnish service for which it does not possess suitable or sufficient equipment, nor to accept shipments when equipment unavailable.

**Rule Number: 902-17**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES& CHARGES BULK LIQUIDS

Full Text of Rule: BULK LIQUIDS IN INTERMODAL TANK CONTAINERS FOR INBOUND USA CARGO Bulk liquid cargo shipped in intermodal tank containers shall be governed by the following conditions, including all other applicable container shipment rules and regulations, except as otherwise provided. Such cargo shall be assessed specific rates as designated against tariff items bearing the notation "In Intermodal Tank Containers". 1. Acceptance of intermodal tank containers by Consignor shall thereupon relieve Carrier of all responsibility for any damage to the goods carried in that container resulting from the container condition used or commodity transported in it 2. Consignee must clean the intermodal tank container sufficiently to remove all trace of commodity shipped therein to the satisfaction of Carrier after delivery of loaded intermodal tank containers to Consignee. Project Cargo Bills of Lading, shall be so claused. Carrier shall bill consignee the actual cost of necessary cleaning of intermodal tank container if Consignee fails to comply with this requirement.

**Rule Number: 902-18**

Rule Description: PROJECT CARGO APPLICATION OF RATES & CHARGES DOCUMENTATION

Full Text of Rule: DOCUMENTATION REQUIREMENTS FOR INBOUND USA CARGO Consignor or his Agent must furnish all documents required for export from country of origin and for import into country of destination and any other documents necessary for other countries through which shipments may move. Carrier shall furnish upon request the information concerning such documents, but shall not be required to volunteer such information.

**Rule Number: 902-19**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES & CHARGES LATE DOCUMENT

Full Text of Rule: LATE DOCUMENTATION FOR INBOUND USA CARGO If Bills of Lading and/or Shipping Instructions received by Carrier after vessel's departure from Port of Loading indicated on the Project Bills of Lading and/or Shipping Instructions, Carrier or its Agent shall note the Project Bills of Lading and/or Shipping Instructions with one of the following clauses: "This Project Bill of Lading presented to Carrier after the vessel's sailing date from the Port of Loading. The Merchant shall be liable and hold the Carrier harmless from any loss, damage, delay, expense, or liability incurred by or levied upon the Carrier or the goods by reason of non-compliance with Customs or other regulations resulting from late presentation of this Project Bill of Lading", or "Shipping Instructions relating to this Project Bill of Lading notified to Carrier after vessel's sailing date from the Port of loading. The Merchant shall be liable and hold the Carrier harmless from any loss, delay, expense, damage or liability incurred by or levied upon

the Carrier or the goods by reason of non-compliance with Customs or other regulations resulting from late presentation of this Project Bill of Lading"

**Rule Number: 902-20**

Rule Description: PROJECT CARGO - APPLICATION OF RATES AND CHARGES B/L PROVISIONS

Full Text of Rule: BILLS OF LADING PROVISIONS FOR INBOUND USA CARGO Cargo must be accepted and carried on the terms and conditions of Carrier's Bill of Lading in force at the time the cargo is received by the Carrier as per Rule 903

**Rule Number: 902-21**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES & CHARGES CARGO INSPECTION

Full Text of Rule: INSPECTION OF CARGO BY UNITED STATES GOVERNMENT AGENCIES FOR INBOUND USA CARGO When cargo must undergo inspection by United States Customs, Agricultural Department, Food and Drug Administration or other authorized Government Agency, such inspections shall be at the risk and expense of the cargo. All expenses paid or billed through Carrier for these inspections shall be charged to the cargo, including any and all associated fees, charges, administrative costs or loading, stripping, or transfer fees, shall be charged to the cargo, if required .

**Rule Number: 902-22**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES & CHARGES ADVERTISING

Full Text of Rule: ADVERTISING MATTER FOR INBOUND USA CARGO Advertising matter may be shipped with goods if it advertises the rate applying on such goods, whether in the same package or container or in a separate container when accompanying the goods. ADVERTISING MATTER FOR OUTBOUND USA CARGO Not Applicable.

**Rule Number: 902-23**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES AND CHARGES UNCLAIMED

Full Text of Rule: REFUSED OR UNCLAIMED FREIGHT FOR INBOUND USA CARGO Except as otherwise provided, all freight which Carrier after diligent effort may be unable to deliver within 48 hours from the time of notification of its arrival given personally by telephone or deposit of postal card in the United States Mail, properly addressed to party shown on shipping Receipt, will be held as unclaimed and Carrier's liability thereafter becomes that of a warehouseman. Carrier reserves the right after notification to Consignor to place such freight in public storage at which time Carrier's liability terminates. All charges accrue for the account of Consignor or Consignee. Consignor shall be notified at his expense when perishable shipments refused or unclaimed at destination. If disposition not furnished

promptly, or if freight stands likely to be damaged or deteriorate by delay, shipment will be sold. All freight charges will be paid out of amount realized from forced sale and the balance, if any, will be remitted to the owner of the goods. Perishable shipments will not be returned to the Consignor, except on his specific instruction.

**Rule Number: 902-24**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES & CHARGES ADVANCE CHARGES

Full Text of Rule: ADVANCE CHARGES FOR INBOUND USA CARGO Consignor's Advance Charges on Bills of Lading for collection from Consignee accepted, cover carrying and other legitimate expenses to Carrier's Terminal at Origin Port. Such Advance Charges accepted without Carrier's responsibility, however, and at full risk of Consignor at all times. Such charges can be shown in U.S. Dollars.

**Rule Number: 902-25**

Rule Description: PROJECT CARGO – MIXED SHIPMENTS

Full Text of Rule: MIXED SHIPMENTS FOR INBOUND USA CARGO When two or more commodities are shipped at one time by one Consignor to one Consignee at one destination on one Bill of Lading as a mixed shipment, the charges on the shipment shall be determined as follows: 1. When two or more commodities for which different rates are provided in this Tariff are shipped as mixed shipment without actual weights and/or measurements being obtainable for each commodity, the entire shipment shall be computed at the rate applicable to the highest rate applicable to the highest rated commodity in the shipment. 2. Except as provided in Paragraph 3 below, when two or more are included in the same shipment and separate weights and/ or measurements are furnished or obtainable, the rate to apply on each commodity shall be the rate which would apply if such commodity were tendered as a straight shipment weighing and/or measuring the same as the aggregate weight and/or measurement of the mixed shipment. 3. Considering such commodities as if they were divided into two or more separate shipments if lower applicable charges result. 4. The minimum weight and/or measurement for the entire shipment shall be the highest minimum applicable in connection with any rate as provided in Paragraph 2 above. Any deficit shall be charged for at the highest rate applicable to any commodity in the shipment. 5. The weight and/or measurement for any portion of the shipment subject to rates as provided in Paragraph 3 above may be used to make up the required minimum weight and/or measurement. MIXED SHIPMENTS FOR OUTBOUND USA CARGO Packages containing more than one commodity shall be charged at the rate of the highest rated commodity contained therein.

**Rule Number: 902-26**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES AND CHARGES MULTIPLE DELIVERY

Full Text of Rule: MULTIPLE DELIVERY SHIPMENTS FOR INBOUND USA CARGO More than one shipment may be received from one consignor at one point of origin on one day and all such shipment shall be aggregated and considered as a single shipment only for the purposes of meeting the minimum usage

requirements in connection with Rate Items of this Tariff. The rate applied shall be the rate applicable to each single port of Destination at the actual weight and/or measurement of each shipment without regard to minimum usages in connection with Rate Items of this Tariff.

**Rule Number: 902-27**

Rule Description: PROJECT CARGO – APPLICATION OF RATES AND CHARGES - PRO-RATA RATING

Full Text of Rule: PRO-RATA RATING OF CARGO FOR MIXED CONTAINER LOADS (NOT APPLICABLE TO CFS CARGO) Except as otherwise specifically published in individual tariff items shipments in containers comprising two or more commodities in one container for which per container rates are published will be rated as the sum of the pro-rata shares of each per container rate according to the number of weight tons or cubic meters (whichever is greater) of each commodity.

**Rule Number: 902-28**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES & CHARGES CLAIMS & SUITS

Full Text of Rule: CLAIMS AND SUITS FOR INBOUND USA CARGO Any claim against Carrier for any loss, damage, delay or non-delivery of goods (See Rule 20 for Overcharge Claims) shall be given to Carrier or its Agent in writing before removing goods from Carrier's custody. If loss or damage is concealed, a notice must be given within three (3) days of the delivery. In case of non-delivery, notice must be given within thirty (30) days after the time when goods are to be scheduled for delivery. If written claim is not given, Carrier shall be considered prejudiced thereby and shall be discharged of all liability therefore which discharge may be pleaded in and constitutes a defense to any suit or proceeding that may be brought against Carrier. Carrier shall also be discharged from all liability for loss, damage, delay, non-delivery or other matters pertaining to goods unless suit or appropriate proceeding is brought within one (1) year after delivery of goods at the date when goods scheduled for delivery. CLAIMS FOR ADJUSTMENT FOR OUTBOUND USA CARGO Claims for adjustments of freight charges, if based on alleged errors in description weight and/or measurement will not be considered unless presented to the Carrier before the shipment leaves the custody of the Carrier. Any expense incurred by the Carrier in connection with the investigation on the claim shall be borne by the party responsible for the error, or if no error be found, by the claimant. For the purpose of uniformity in handling claims for excess weights or measurement, refunds will only be considered as follows: EXCESS MEASUREMENT Where an error has been made by the dock in calculation of measurement. Against remeasurement made at Port of Loading prior to ship's departure. Against remeasurement made by official measurers named by the Carrier at Destination. EXCESS WEIGHTS Upon submission of certified public weigher's certificates at Port of Lading. Against reweighing by official weigher's named by the Carrier at destination.

**Rule Number: 902-29**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES AND CHARGES - WAR RISK

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

**Rule Number: 902-30**

Rule Description: PROJECT CARGO - CARGO APPLICATION OF RATES AND CHARGES - EXAM FEES

Full Text of Rule: Exam Fees All Customs Exam Fees incurred because container was detained by US Customs for devanning, inspection and reloading are for the account of the cargo.

**Rule Number: 902-31**

Rule Description: PROJECT CARGO - US IMPORT 24 HOUR RULE

Full Text of Rule: Submission of Cargo Declaration Data. 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 in the 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 submit the following information regarding such cargo to Carrier in writing (including by electronic transmission) not later than 72 hours prior to the cutoff time for the delivery of cargo to be loaded on the vessel as set forth on Carrier's sailing schedule. 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 such as "FAK," "General Cargo," "Chemicals," "Foodstuffs," and "Said to Contain" are NOT acceptable descriptions. 2. Shipper's complete name and address, or the identification number issued to the shipper by the 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. 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. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, published a valid and effective tariff, and posted the required financial security with the FMC.

1. Notice of Status. Each NVOCC that will file cargo declaration information with the Customs Service either directly or through a third party vendor shall, prior to the first time it books cargo with the Carrier, notify the Carrier in writing that it will submit the cargo declaration information to the Customs Service and indicate whether it will do so directly or through a third party vendor. If the NVOCC will use a third party vendor, the written notification shall include the name, address and contact information for the vendor.

2. Second Notify Party. Any FMC-licensed or registered NVOCC with a Customs bond that tenders cargo that will be on board a vessel when it calls in the United States and provides the required cargo declaration data for that cargo directly to the Customs Service shall identify the Carrier as "Second Notify Party" in the data submitted to the Customs Service. Until such time as Carrier informs the NVOCC that the identification of Carrier as Second Notify Party permits the Carrier to ascertain which cargo may be loaded, the NVOCC shall be required to provide the certification described in subparagraph B(3) below.

3. Certification; Advice of "Hold" Notices. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph B(2) 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, prior to the specified manifest information cut-off time set forth in paragraph A 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. In addition, all such NVOCCs shall advise Carrier's origin office immediately (but in no event later than the loading of the cargo) of any "hold" notice the NVOCC receives from the Customs Service.

4. NVOCC Co-Loading. For purposes of this subparagraph B(4), 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 and it shall comply with subparagraph B(2) and/or B(3) above. 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 B(3) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

5. In the event an NVOCC requests a booking of consolidated shipments in one or more containers, Carrier will require cargo declaration information as defined above for each of the individual shipments therein.

6. All NVOCCs shall be subject to Paragraphs C and D of this rule.

C. 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 therein; or (ii) the certification required by paragraph B 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 attorneys' fees) incurred in connection with such legal action. D. Indemnification of Carrier. If Carrier is assessed a civil penalty or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, NVOCCs and their agent(s) that failed to provide the information required by this rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by the Carrier as a result of the denial of permission to unload 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 attorneys' fees) incurred in connection with such legal action.

**Rule Number: 902-33**

Rule Description: PROJECT CARGO - US IMPORTER SECURITY FILING RULE

Full Text of Rule: Importer Security Filing. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded/unloaded due to late, missing, or inaccurate Importer Security Filing (ISF 10 or ISF 5), including but not limited to inspection, segregation, storage, re-delivery costs, equipment usage, and vessel delay penalties, 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 attorneys' fees) incurred in connection with such legal action.

**Rule Number: 902-34**

Rule Description: PROJECT CARGO APPLICATION OF RATES & CHARGES - BOOKING CANCELLATION FEE

Full Text of Rule: BOOKING CANCELLATION FEE OR CONTAINER NO SHOW FEE FOR INBOUND USA AND OUTBOUND USA CARGO If the underlying carrier assesses a booking cancellation fee or cargo no show fee as per their tariff, for requested services that are later cancelled, Carrier at its option may assess shipper, consignee or their agent the same.

**Rule Number: 902-35**

**Rule Description:** PROJECT CARGO - CARGO APPLICATION OF RATES & CHARGES CARGO TRANSFER

**Full Text of Rule:** TRANSFER OF CARGO FOR CARRIER'S CONVENIENCE FOR INBOUND USA CARGO  
Import cargo arriving at a Port and destined to move by domestic inland rail, barge or motor carrier to an interior Point, may be unloaded by Carrier and loaded into the equipment of the domestic inland rail, barge or motor carrier at the arrival port, in case of accident, emergency, or other event preventing interchange of the cargo to the domestic inland carrier. Such transfers, when required, shall be for the Carrier's convenience and the cost thereof shall not be assessed against the cargo EXCEPTION: If carrier so notifies shipper and consignee that equipment is not available beyond its port operations, carrier can bill reasonable and customary charges for the transfer of the products, plus the adjusted intermodal costs.

**Rule Number: 903**

**Rule Description:** PROJECT CARGO - RATE APPLICABILITY RULE

**Full Text of Rule:** RATE APPLICABILITY RULE In foreign commerce, the tariff rates, Tariff Rules and charges applicable to a given shipment must be those published and in effect on the date the cargo is received by the common carrier or its agent (including originating carriers in the case of rates for through transportation).

**Rule Number: 904**

**Rule Description:** PROJECT CARGO - HEAVY LIFT

**Full Text of Rule:** HEAVY LIFT Carrier reserves the right to calculate individual charges for an out of gauge or heavy weight cargo at the carrier's sole discretion.

**Rule Number: 905**

**Rule Description:** PROJECT CARGO - EXTRA LENGTH

**Full Text of Rule:** EXTRA LENGTH Carrier reserves the right to calculate individual charges for out of gauge or extra length cargo at the carrier's sole discretion.

**Rule Number: 906**

**Rule Description:** PROJECT CARGO - BILL(S) OF LADING (SEE SUB RULES)

**Full Text of Rule:** PROJECT BILL(S) OF LADING

**Rule Number: 906- 1**

**Rule Description: PROJECT CARGO - BILL(S) OF LADING - ENDORSEMENT AND SURRENDER**

Full Text of Rule: PROJECT BILL(S) OF LADING A. The Project Bill of Lading must show the name and address of both the consignor and the consignee; and on shipments consigned "to order" the name and address of the party to be notified must also appear. B. Consignors requiring that original Project Bill of Lading properly endorsed be surrendered to carrier before delivery must secure an Order Project Bill of Lading. C. If Order Project Bill of Lading has been lost, delayed or otherwise not immediately available, carrier at its option may deliver shipment to a party claiming in writing to be lawfully entitled to possession property upon security in the form of: 1. Currency or Bank Cashier's Check in the amount equal to 125 percent of the invoice value of the property; or at carrier's option. 2. A bond of indemnity with corporate security duly authorized to write surety bonds, in an amount equal to twice such invoice value.

**Rule Number: 907**

**Rule Description: PROJECT CARGO - FREIGHT FORWARDER COMPENSATION**

Full Text of Rule: FREIGHT FORWARDER COMPENSATION Carrier does not pay freight forwarder compensation.

**Rule Number: 908**

**Rule Description: PROJECT CARGO - MINIMUM QUANTITY RATES**

Full Text of Rule: MINIMUM QUANTITY RATES FOR INBOUND USA CARGO 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 may 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. MINIMUM QUANTITY RATES FOR OUTBOUND USA CARGO Any commodity which provides rates on a specified minimum tonnage, the rate will also apply on shipments of a lesser quantity than the specified minimum tonnage provided the revenue is not less than the amount that would have accrued to the carrier at applicable rates under the specified minimum tonnage

**Rule Number: 908-7**

**Rule Description: PORT CONGESTION SURCHARGE**

Full Text of Rule: The Port Congestion Surcharge is applicable for any affected shipments to/from ports in the United States and Canada due to labor disruption and/or strike. Surcharges may be applied at time of departure or arrival.

The amounts of the surcharge are as follow and are applicable to both dry shipments:

USD 25 per weight or measure

USD 800 per 20' container

USD 1000 per 40' STD

USD 1125 per 40' HC

USD 1266 per 45' container

The amounts of the surcharge are as follow and are applicable to reefer shipments:

USD 800 per 20' R

USD 1125 per 40' R

USD 1125 per 40' HR

**Rule Number: 909**

Rule Description: PROJECT CARGO – TRANSSHIPMENT

Full Text of Rule: TRANSSHIPMENT FOR INBOUND USA CARGO Carrier stands expressly authorized at its sole discretion for any purpose whatsoever and without notice, to transfer the goods from the vessel, and any such transfer, movement or substitution shall be deemed to be within the contract voyage and not a deviation therefrom. TRANSSHIPMENT FOR OUTBOUND USA CARGO Carrier stands expressly authorized at its sole discretion for any purpose whatsoever and without notice, to transfer the goods from the vessel, and any such transfer, movement or substitution shall be deemed to be within the contract voyage and not a deviation therefrom.

**Rule Number: 910**

Rule Description: PROJECT CARGO - CO-LOADING IN FOREIGN COMMERCE

Full Text of Rule: CO-LOADING IN FOREIGN COMMERCE A. DEFINITION - For the purposes of this Rule, "Co-Loading" means, pursuant to FMC Rule 46 CFR Part 514.15(b) (14), the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCCs for tendering to an ocean carrier under the name of one or more of the NVOCCs by means of a carrier-to-carrier or shipper-to-carrier relationship. B. Carrier may at its option tender cargo received by him to another NVOCC for co-loading at its own risk and expense. However, in the case of a shipper-to-carrier agreement, such co-loading of cargo shall not in any manner affect or change the Carrier's obligation and/or liability to the

actual shipper of the goods under this tariff. The shipper is not in any way required to perform any additional obligations and no further liability shall be attached to the shipper other than those stated in this tariff. C. In case of co-loading, under either a carrier-to-carrier or shipper-to-carrier relationship, carrier shall notify shipper of such co-loading action and shall annotate each Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Such annotation shall be shown on the face of the applicable Project Bill of Lading issued by the carrier. D. LIABILITY Carrier's liability to the Shipper shall be as specified on the shipper's Project Bill of Lading regardless of whether or not the cargo has been co-loaded.

**Rule Number: 911**

Rule Description: PROJECT CARGO - OPEN RATES IN FOREIGN COMMERCE

Full Text of Rule: OPEN RATES IN FOREIGN COMMERCE Not Applicable.

**Rule Number: 912**

Rule Description: PROJECT CARGO - HAZARDOUS CARGO

Full Text of Rule: HAZARDOUS CARGO The carrier in his sole discretion shall have the right to refuse to carry any cargo which by reason of its quality, packaging, condition, ingredient, explosive, inflammable, noxious or dangerous nature or objectionable character, cause damage, injury or detriment to the goods of the vessel and its cargo, crew and/or passengers. Particulars must be furnished in writing to the carrier on items whether or not enumerated in this tariff where CAUTION should be added. If the carrier exercises his option to accept cargo of the as fore described nature, it will be accepted and carried only subject to special booking arrangements with the carrier. Explosives, or Dangerous cargo, if accepted for transportation, must be packed by the shipper and delivered to the carrier in accordance with the Bureau of Explosives Tariff No. BOE6000

**Rule Number: 912- 1**

Rule Description: PROJECT CARGO - HAZARDOUS CARGO PROHIBITED OR RESTRICTED AR

Full Text of Rule: PROHIBITED OR RESTRICTED ARTICLES FOR INBOUND USA CARGO AND OUTBOUND USA CARGO Unless otherwise specifically provided, the following articles will not be accepted for transportation: 1. Explosives, inflammable, dangerous or objectionable goods accepted for transportation only after prior booking arrangements made and accepted by Carrier, which reserves the right to accept or transport goods which in its judgment are objectionable or likely to injure the vessel, docks or other cargo or stowage. Such cargo, if accepted, must conform completely with the requirements set forth in the regulations provided in Rule 16. 2. Freight which because of its inherent vice, likely to contaminate or otherwise damage other cargo. 3. Live animals, or fowl, or birds, domestic or wild. 4. Freight which requires protection from heat or cold. 5. All goods, including letters, parcels, packages or pieces, with or without postage stamps affixed, which prior to receipt by carrier, received by and entered into any U.S. Post Office. 6. Bank Bills, coin or currency, deeds, drafts, notes or valuable

paper of any kind; jewelry including costume or novelty jewelry; postage stamps or letters and packets of letters with or without postage stamps affixed<sup>3B</sup> 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 extra ordinary value. 7. Evergreens, decorative, cut. N.O.S., holly, mistletoe, huckleberry foliage, ground pine or evergreen moss, when tendered loose not in packages. 8. Ammunition.

**Rule Number: 912- 2**

Rule Description: PROJECT CARGO - HAZARDOUS CARGO LABEL

Full Text of Rule: DANGEROUS AND HAZARDOUS CARGO LABEL Commodities which are restricted to "Stowage on Deck" in accordance with the publications referred to in Rule 16 shall be accorded the rates for dangerous cargo, unless otherwise provided.

**Rule Number: 913**

Rule Description: PROJECT CARGO - RETURNED CARGO IN FOREIGN COMMERCE

Full Text of Rule: RETURNED CARGO No Special Provisions. Carrier Reserves the right to retain consignee approval before accepting collect cargo. A. INTERNATIONAL FAIRS, EXHIBITIONS AND EXPOSITIONS Exhibits being returned to any port within the scope of this Tariff shall be freighted at 50% of the rate herein applicable to the item/commodity, subject to a minimum of \$500 W/M (Full Heavy Lift and/or Extra Length Charges to apply) provided that: 1. The name of the fair, Exhibition or Exposition has been filed with, and approved by, the carrier at, or prior to, the time of the return movement; and 2. Documentary proof from the authorities of the fair, Exhibition or Exposition has been supplied that the goods were in exhibit; and 3. The Westbound shipment was carried on a vessel of the carrier; and

4. The goods are returned within a maximum period of one (1) calendar year after arrival at a port within the scope of this Tariff.

**Rule Number: 914**

Rule Description: PROJECT CARGO - SHIPPERS REQUESTS IN FOREIGN COMMERCE

Full Text of Rule: SHIPPERS REQUESTS IN FOREIGN COMMERCE Shippers desiring to present requests or complaints should submit the same, in writing, to the Carrier's office, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Where a request or complaint relates to a rate of the Carrier, it is suggested that the shipper utilize the rate request form page of this tariff. Additional copies of the form may be obtained from the Carrier. Should further information be required by the Carrier in order that full consideration may be given to the request or complaint, the shipper will be notified.

**Rule Number: 915**

Rule Description: PROJECT CARGO - Expeditors Project Tariff Access Request Form

Full Text of Rule: To request a User ID and Password to access Expeditors on-line Project Tariff, please fill out the following form and remit with payment (make checks payable to Expeditors International of Washington, Inc.) to: Project Tariff Administrator/Project Cargo Department Expeditors International of Washington, Inc. 1015 Third Avenue, 12th Floor Seattle, WA 98104 Contact name\*:

\_\_\_\_\_ Company Name\*:  
\_\_\_\_\_ Mailing Address\*:  
\_\_\_\_\_  
\_\_\_\_\_ Phone\*: (\_\_\_\_) \_\_\_\_\_ Fax\*:  
(\_\_\_\_) \_\_\_\_\_ E-Mail\*: \_\_\_\_\_ Web  
Address: \_\_\_\_\_ ("\*" indicates required information)

Usage Subscription Plan: Initial Hook Up Fee: \$500 Usage Access Fee: Rate Per Minute: \$1, subject to a minimum of \$250/Month Important Notice: Monthly usage in excess of the minimum charge is billed at the end of each month. Payment must be received within 30 days or usage access will be terminated.

Access & License Agreement The information on Expeditors' on-line Ocean Tariff (Tariff) is available only by subscription, and cannot be viewed, displayed, reproduced, copied or distributed or otherwise used by any individual (User) in any manner except in accordance with this Access and License Agreement (Agreement). A User's request to Expeditors for access to Expeditors' on-line ocean tariff, and receipt from Expeditors of a User ID and password, is a licensed use of Expeditors' proprietary on-line ocean tariff system and software. User's access and use of Expeditors' on-line ocean tariff is subject to this Agreement as set forth below, including payment of the access fee. Terms and Conditions 1. License and Restrictions. Expeditors' Tariff is offered to the User conditioned on the User's acceptance without exception of the terms and conditions of this Agreement. In consideration of the access fee and User's agreement to these terms and conditions, Expeditors hereby grants to the User a non-exclusive, non-transferable, right for the User to electronically access the Tariff through Expeditors' tariff retrieval system, and to retrieve and use information, in accordance with the terms and conditions of this Agreement. Only one individual, specified below, may access the Tariff using the User name or password assigned to such User, and the User may not provide, authorize use by another of, disclose, or otherwise transfer, a User name and password to any other individual, unless Expeditors has in writing agreed to a modification of this license, and the User has paid an additional access fee for each additional individual User. From time to time, Expeditors may prescribe rules of operation and security for the Tariff, and User agrees to comply with these rules, and further agrees to safeguard its facilities so as to prevent unauthorized use of Expeditors' tariff retrieval system and software, and circumvention of Expeditors' right to assess a reasonable charge for access to the Tariff. 2. Copyright, Ownership and Reproduction Restrictions. The Tariff and all of Expeditors' software and revisions thereof used in the preparation, retention, manipulation and display of the Tariff are the proprietary products of Expeditors and are protected by United States copyright law and international treaty provisions. A User may not disclose, publish, redistribute, display or otherwise make available to others the Tariff or any part thereof. All of Expeditors' information and software used for the Tariff, including without limitation, all Tariff data, software, including (without limitation) HTML code, object and source code, and related digital items are owned by Expeditors, and any reproduction, redistribution or other unauthorized use of the

software, tariff data or any of the information contained in or related to Expeditors' Tariff is expressly prohibited. In addition to and not in limitation of any right or remedy which may otherwise be available to Expeditors, violation of these terms will result in immediate cancellation of User's access to the Tariff.

3. Term. This Agreement is effective upon request to Expeditors for a User ID and password, and payment to Expeditors in accordance with Expeditors' fee schedule, and this Agreement shall be effective for a term of one year. Either party may terminate this Agreement with thirty days written notice; however, payment of a User's fee shall be non-refundable. Expeditors may terminate this Agreement upon written notice to User if (a) User fails to pay any access fee invoice, (b) any legislative, administrative or judicial authority imposes restrictions or conditions that materially change the nature or extent of the data in the Tariff subject to this Agreement, (c) bankruptcy, insolvency, dissolution or receivership proceedings are filed by or against the User, or (d) User breaches the terms of this Agreement.

4. No Warranty. EXPEDITORS MAKES NO WARRANTY REGARDING THE TARIFF, THE INFORMATION PROVIDED IN THE TARIFF, OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, OR WARRANTY AGAINST NONINFRINGEMENT.

5. Limitations of Liability. Expeditors shall not be liable for any special, incidental, indirect, or consequential damages, (including, but not limited to, damages for loss to or destruction of computer code, data or information, loss of business profits, business interruption, loss of business information, or any other pecuniary losses or damages) arising from the installation, use, operation of, or inability to use the Tariff and its related software, even if Expeditors has been advised of the possibility of such damages. The User accesses and uses the Tariff at its own risk. To the fullest extent allowed by applicable law, Expeditors' entire liability, and User's sole and exclusive monetary remedy for any claims or demands, whether founded on contract, warranty, strict liability, tort, or any other legal theory, arising from installation, use, operation of, or inability to use the Tariff and its software, shall be limited to an amount not exceeding the fee User paid for access to the Tariff. Expeditors does not accept any responsibility for the performance of any electronic or internet communication between the User and the Tariff.

6. Legal and Regulatory Requirements. Expeditors' performance of this Agreement is subject to existing legal and regulatory requirements, and nothing in this Agreement shall affect Expeditors' compliance with such requirements, including the obligation to comply with requests by agencies and authorities with jurisdiction over the Tariff and any uses thereof.

7. Choice of Law/Forum. The parties agree that this Agreement shall be subject to, and the rights and obligations of the parties hereto construed in accordance with, the laws of the State of Washington, and the User hereby agrees to the exclusive jurisdiction and venue of courts in the State of Washington in all disputes relating to User's access and use of the Tariff. Access and use of the Tariff is unauthorized in any jurisdiction that does not give effect to this choice of law and forum.

8. Entire Agreement/Non-Assignment. This Agreement is the entire agreement between the User and Expeditors regarding access and use of the Tariff, and supersedes any prior agreements between User and Expeditors. This Agreement may not be assigned without the written consent of both parties.

By: \_\_\_\_\_ (Signature) (Date)  
\_\_\_\_\_ (print name & title) \_\_\_\_\_ (Company name)  
\_\_\_\_\_ (Company Address)



Rule Description: PROJECT CARGO - USE OF CARRIER EQUIPMENT

Full Text of Rule: USE OF CARRIER EQUIPMENT

**Rule Number: 916- 1**

Rule Description: PROJECT CARGO - USE OF CARRIER'S EQUIPMENT -SHIPPER'S LOAD & COUNT

Full Text of Rule: SHIPPER'S LOAD AND COUNT When applicable, when containers are required and are loaded by Consignor or his Agent and sealed or delivered to Carrier and Carrier accepts said shipments subject to "Shipper's Load and Count" and so claused on the Bill of Lading in accordance with the following conditions (applicable also to Consignor-managed packing/crating): 1. Carrier will not be responsible for damage resulting from improper loading or article mixing in Carrier's containers, nor any count discrepancy of concealed damage to articles, except where shown due to Carrier's negligence or when seals broken in transit. 2. Carrier not responsible for spoilage or goods deterioration when tendered on a "Shipper's Load and Count Bill of Lading" in a non-insulated container not equipped with refrigeration and/or ventilating apparatus. 3. Consignee or his Agent must furnish Carrier with clean receipt prior to release of container or contents for delivery, except where seals are broken. 4. Containers with cargo destined to more than one ultimate receiver must be consigned to one party only to whom the Carrier will release the container and its contents at Port of Discharge. 5. When Carrier receives a sealed shipment in a Carrier furnished container occupying the full visible capacity of the container, individual cartons, packages or other separate articles need not be marked. 6. All cargo loaded in any one container must be for the same Port of Discharge. 7. Materials and labor required to secure and properly stow cargo must be supplied by Consignor at own expense. Carrier shall not be liable for such materials nor their return after use. 8. If Carrier exercises its option to open and inspect the contents of the container and the securing thereof and determines in its sole judgment the securing inadequate, the Carrier possesses option of declining carriage or re-securing the cargo at expense of Consignor. 9. Carrier shall not be responsible for any expense incurred for customs examination and in no event must the vessel be delayed by such examination. 10. Packaging/Containers shall be classed as a single unit for which only one Bill of Lading may be issued. Vessel's liability limited accordingly as per terms and conditions of Carrier's Bill of Lading, except as otherwise provided. 11. Consignor possesses option to place locks on any container (where applicable), but Consignor must assume full responsibility for sending proper key to Consignee.

**Rule Number: 917**

Rule Description: PROJECT CARGO - AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE

Full Text of Rule: AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE Not Applicable.

**Rule Number: 918**

Rule Description: PROJECT CARGO - CARRIER TERMINAL RULES AND CHARGES

Full Text of Rule: (See Sub-Rules)

**Rule Number: 918- 1**

Rule Description: PROJECT CARGO CARRIER TERMINAL RULES AND CHARGES

Full Text of Rule: NON-CONTAINERIZED- WEIGHT OR MEASURE CHARGES FOR INBOUND USA CARGO  
Written Shipping Instructions must be given to Carrier within 48 hours of receipt of cargo for its disposition. If no written instructions are given to Carrier within time allotted, storage charges will accrue for account of cargo at \$17.50 per 1000 kilos or per 1 cubic meter, whichever produces the greater revenue, per day until storage charges equal the value of the goods according to independent survey. Thereafter, the goods will be sold at auction to pay all costs incurred by Carrier.

**Rule Number: 919**

Rule Description: PROJECT CARGO - NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS

Full Text of Rule: NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS

EXPEDITORS INTERNATIONAL OCEAN HAS A BOND REQUIRED BY SECTION 583.4 OF THE ACT TO ENSURE THE FINANCIAL RESPONSIBILITY FOR THE PAYMENT OF ANY JUDGEMENT FOR DAMAGES ARISING FROM EXPEDITORS INTERNATIONAL OCEAN. TRANSPORTATION RELATED ACTIVITIES, ORDER FOR REPARATIONS ISSUED PURSUANT TO SECTION 11 OF THE ACT, OR PENALTY ASSESSED PURSUANT TO SECTION 13 OF THE ACT. BOND NUMBER (s) # 990347, 990346, 990353 SURETY COMPANY AMERICAN SERVICE INSURANCE COMPANY, INC. 150 NORTHWEST POINT BLVD ELK GROVE VILLAGE, IL 60007

**Rule Number: 920**

Rule Description: PROJECT CARGO CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

Full Text of Rule: CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE Not Applicable.

**Rule Number: 921**

Rule Description: PROJECT CARGO - TIME/VOLUME RATES IN FOREIGN COMMERCE

Full Text of Rule: TIME/VOLUME RATES IN FOREIGN COMMERCE Not Applicable.

**Rule Number: 922**

Rule Description: PROJECT CARGO - LOYALTY CONTRACTS IN FOREIGN COMMERCE

Full Text of Rule: LOYALTY CONTRACTS IN FOREIGN COMMERCE Not Applicable

**Rule Number: 923**

Rule Description: PROJECT CARGO – DEFINITIONS

Full Text of Rule: A. DEFINITION OF TECHNICAL TERMS 1. BULK COMMODITIES: Bulk Liquids: Unpacked liquids shipped in tank containers. Dry Bulk Commodities: Unpacked dry cargo shipped in containers loose, not subject to mark or count. 2. CARGO, N.O.S. means articles not otherwise specified in individual commodity rate items of this tariff. 3. CARRIER (or Contractor) means Expeditors Project Cargo Services. 4. CARRIER'S TERMINAL means the place Carrier receives, or delivers loaded and empty containers, assembles, holds or stores its containers, as designated in Rule 1. 5. CAUTION means articles which may be subject to published tariffs referred to in Rule 916. 6. CHASSIS: A wheel assembly constructed to accept mounting of containers. 7. CONSIGNEE means the person, firm or corporation shown on the Shipping Document as the receiver of the property transported by the Carrier. 8. CONSIGNOR means the person, firm or corporation shown on the Shipping Document as the Shipper of the property transported by the Carrier. 9. CONTAINER: A single riding, non-disposable dry cargo, ventilated, insulated, reefer, flat rack, vehicle rack, portable liquid tank or open top container without wheels or bogies attached having not less than 135 cubic feet capacity, having a closure or permanently hinged door that allows ready access to the cargo. All types of containers will have construction, fittings, and fastenings able to withstand, without permanent distortions, all the stresses that may be applied in the normal service use continuous transportation.

10. CONTAINER OR TRAILER means a box into which smaller boxes or packages are loaded for transportation, the dimensions of which are not greater in length, width or height than permissible to be transported over the U.S. Highway or Rail System. The term Container or Trailer can be used interchangeably or together with common meaning. It also means Expeditors International Ocean owned or leased 20 or 40 foot containers or trailers. 11. CONTAINER FREIGHT STATION means the location designated by the Carrier at Ports named in Rule 1 where the carrier or its authorized Agent unstuffs containers and makes cargo available to Consignee. Carrier shall store empty containers at Container Freight Station but, shall not deliver containers at it, except as otherwise provided 12. CONTAINER YARD (CY): The location designated by the Carrier where the Carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.

13. CONTAINERLOAD means a container stuffed by Consignor and received at Carrier's Terminal. 14. CONTAINER YARD means Ports designated in Rule 1. 15. CONTAINER YARD TO CONTAINER YARD means cargo stuffed into containers by the Consignor off the premises of the Carrier and unstuffed by the Consignee off the premises of the Carrier at expense of the Consignor and/or Consignee. Pick up delivery of empty or stuffed containers and stuffing and unstuffing shall be at the expense of the Consignor and/or Consignee. 16. CY/CY: Containers packed by shippers off Carrier's premises, delivered by shipper to Carrier's CY, accepted by consignee at Carrier's premises and unpacked or consignee's Agent off Carrier's premises with all costs for both packing and unpacking at the risk and expense of the

cargo. 17. CY/CFS: Containers packed by shippers off Carrier's Shipper to Carrier's CY all at Shipper's risk and expense and unpacked by Carrier at the destination port CFS. 18. CFS/CFS: Cargo delivered to carrier's CFS to be packed by Carrier into containers and to be unpacked by Carrier from the containers at Carrier's destination port CFS. 19. CFS/CY: 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 at Consignee's risk and expense. 20. CY RECEIVING CHARGE: The charge assessed for services performed in receiving a Shipper packed container at Carrier's CY and transferring it to shipside, includes wharfage as assessed by Port Authorities or applicable Terminal Tariffs, and includes the cost of lifting empty containers onto and lifting packed containers from truck, trailer, rail car or barge. 21. CFS RECEIVING CHARGE: Means the charge assessed for services performed in receiving cargo at Carrier's CFS, packing it into containers at CFS; transferring it from CFS to shipside and includes wharfage as assessed by Port Authorities or applicable Terminal Tariffs. 22. DRY CARGO means cargo other than that requiring temperature control. 23. EXPLOSIVE CARGO means cargo falling within Class A, B, and C explosive categories as defined in the Bureau of Explosives Tariff No. BOE6000 referred to in Rule 16.

24. HOUSE TO HOUSE means cargo loaded or unloaded into container off the premises of Carrier at the expense of Consignor and/or Consignee. 25. HOLIDAYS mean New Years Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. It also means any full day designated holiday nationally by statute or government proclamation and those designated by applicable collective bargaining agreements. 26. KNOCKED DOWN (KD) means an article must be taken apart, folded or telescoped as to reduce its bulk at least 33 1/3 percent from its normal shipping cubage when set up or assembled.. 27. KNOCKED DOWN FLAT (KDF) means an article must be taken apart, folded or telescoped as to reduce its bulk at least 66 2/3 percent from its normal shipping cubage when set up or assembled. 28. LABEL CARGO means cargo requiring White, Yellow, Red, Red Gas, Poison, Poison Gas and Tear Gas Labels as shown in tariffs referred in Rule 16. 29. LOADING OR UNLOADING means the physical placing of cargo into or the physical removal of cargo from Carrier's containers. 30. MEASUREMENT TON means one cubic meter 31. MIXED SHIPMENT means a shipment consisting of articles described and rated under two or more rate items of this Tariff. 32. NESTED means three or more different sizes of the same article must be placed within or upon the other so that the outer side surfaces of the one below and each upper article will not project the next lower article more than 1/2 inch. 33. NESTED SOLID means three or more different sizes of the same article must be placed within or upon the other so that the outer side surfaces of the one below and each upper article will not project the next lower article more than 1/2 inch. 34. NON HAZARDOUS means non label cargo with permitted stowage between or under deck (other than magazine) pursuant to Code of Federal Regulations Title 46, Shipping, as amended. Such shall be rated in accordance with the rules and rates applicable therefore. 35. ONE COMMODITY means any or all articles described in any one commodity rate item in this tariff. 36. PACKAGE OR PACKAGES means any container other than trunks, or in shipping form other than bulk, or on skids other than lift truck skids, providing such container or forms of shipment renders the transportation of freight reasonably safe and practicable. 37. PLACE OF REST: That location of the floor, dock, platform, or doorway at CFS to which cargo is first delivered by Shipper or Agent thereof, or from which cargo is first ready to be delivered to Consignee or Agent thereof. 38. REVENUE TON means 1,000 Kilos or 1 cubic meter. 39. SHIPMENT means a quantity of property physically tendered by one Consignor at one point of origin at one time for one Consignee at one point

of destination for which a single Shipping document issued. 40. STUFFING, UNSTUFFING means the physical placing of cargo into or the physical removal of cargo from Carrier's containers. 41. STUFFING: The loading of goods into Carrier's container and does not include loading into a truck, rail car or any other conveyance. 42. STRIPPING: The unloading of goods from Carrier's Container, and does not include unloading from truck, rail car, or any other conveyance. 43. VALUE means the actual invoice value of the commodity at time of shipment which must be stated upon the Bill of Lading. 44. WATER CARRIER means Expeditors International Ocean. 45. a) WEIGHT TON means 1,000 Kilos. 45. b) W = Kilograms for LCX Shipments only 46. WORKING DAY means that period of each calendar day, except Saturdays, Sundays and Holidays from 8:00 A.M. to 5:00 P.M. 47. NON-CONTAINERIZED CARGO: any cargo that is not moved within a container B. CONTAINER CHARGES AT U.S. PORTS: Unless otherwise specified shall be assessed as provided under Rule 38. C. ALTERNATE LOCATION OF DELIVERY: In lieu of delivery of cargo to a consignee at the destination CFS, the carrier has the option upon request by the consignee, to deliver the container with the cargo remaining therein at CY. Containers delivered to consignee at CY shall not be unpacked at CY. D. HEAVY LIFTS: Heavy lift charges will not apply on cargo shipped in CY/CY, CY/CFS, CFS/CY and CFS/CFS containers. E. UNITIZED CARGO Unitized rates in this Tariff apply on shipments of multi-piece cargo, subject to modifications and requirements shown in individual rate items, received and shipped on Shipper's pallets, hereinafter referred to as "Unit Loads". Such cargo shall be assessed rates on the actual weight or measurement of the cargo, excluding pallets. Unit Loads which meet the specifications below qualify for rates shown for unitized cargo in individual rate items. 1. For purposes of this Rule, a pallet means a portable flat platform. 2. The provisions of this Rule do not apply to Unit Loads shipped in containers. 3. Any expense involved in transporting Units beyond Carrier's Receiving and/or Delivering Port Terminal shall be for the account of the cargo. 4. In the event that the Unit Loads do not meet the requirements cited herein, the shipments cannot be loaded until the Unit Loads are put in proper condition, except when Shipper elects not to recondition, in which case the cargo may be loaded as loose cargo for which the loose rate applies. 5. The packages must cover or overhang the loading surface of the pallet and is level at the top and squared at the four sides whenever the nature of the cargo permits so that the Unit Loads present the appearance of a smooth block and can be stowed one on top of another 6. Unit Loads must be suitable for movement and handling by mechanical forklift trucks. 7. Unit Loads shall not be less than 430 Kilos nor exceed 2495 Kilos in weight, nor 2 Meters in height. 8. On commodities with a rate applicable for unitized shipments under this rule, all packages must be securely affixed to the pallet by strapping, gluing or other adhesive, and each unit shall be restricted to one Shipping Mark to be prominently shown on all four sides of the Unit Load, "-----Unit Loads said to contain-----" F. GENERAL APPLICATION OF RATES, CHARGES & CONDITION AT DESTINATION PORTS CFS CHARGE Cargo delivered to the consignee at destination CFS is subject to charges as set forth in Rule 38. Charge may be shown on the Bill of Lading and may be prepaid by the shipper or collected from the consignee at carrier's option. When the CFS charge is prepaid and consignee takes CY delivery of the container, a refund of the CFS charge will be made to shipper or consignee at shipper's option.

**Rule Number: 924**

Rule Description: PROJECT CARGO - SYMBOLS

Full Text of Rule: SYMBOLS: A.V. or AD.VAL.....Ad Valorem (according to value) AW..... All Water  
B.A.F./F.A.F.....Bunker Adjustment Factor/Fuel Adjustment Factor B/L.....Bill of Lading  
B.M.....Board Measurement C.A.F.....Currency Adjustment Factor CBM or M3 ..... Cubic  
Meter CFS.....Container Freight Station CU.FT. or cfs.....Cubic Foot (Feet) CWT..... 100  
Pounds CY.....Container Yard DDC.....Destination Delivery Charge EA. .... Each  
EAN.....Except as Noted EXC.....Exceeding F.....Fahrenheit F.A.K..... Freight All  
Kinds F.A.S.....Free Alongside Ship F.I.....Free In F.I.O.....Free In & Out  
F.I.O.S.....Free In, Out & Stowed F.O.....Free Out F.O.B. .... Free on Board  
FT.....Foot (Feet) HAZ.....Hazardous I.D.....Inside Diameter i.e..... That is  
IN.....Inches K.D.....Knocked Down KGS OR Kilos.....Kilograms KM ..... Kilometers  
KT.....1000 KGS (Metric Ton) LASH.....Lighter Aboard Ship L.S..... Lump Sum  
L.T.....Long Ton (2240 Pounds) LTD.....Limited M ..... Meters/Measure/Motor  
MI.....Miles MBF or MBM.....One Thousand Board Feet MIN..... Minimum  
MR.....Motor/Rail N/A.....Not Applicable. N/EXC. or N/X....Not Exceeding NHZ. .... Non-  
Hazardous NO.....Number N.O.S.....Not Otherwise Specified Herein O.D..... Outside  
Diameter PC.....Per Container PC20.....Per 20' Container/Trailer PC40.....Per 40'  
Container/Trailer PC40B.....Per 40' Hi-Cube Container PC40HQ. .... Per 40' Hi-Cube Container  
PC40OT.....Per 40' Open Top Container PC45X.....Per 45' Container/Trailer SOC. .... Shipper  
Owned Container SOTC.....Shipper Owned Tank Container S.U.....Set Up TON ..... Weight  
or Measurement as freighted T.R.C.....Terminal Receiving Charge T.T.S. .... Telegraphic Transfer  
Selling Rate U.S. or U.S.A....United States of America VIZ.....Namely W/M ..... Weight Ton,  
(1,000 kilograms) or Measurement, (1 cubic Meter), whichever yields the greater volume  
WT.....Weight Ton (1,000 kilograms) W..... Kilograms (KG) for LCX Shipments SYMBOLS and  
REFERENCE MARKS (A).....Increase (C) ..... Change in wording resulting in neither an increase  
nor reduction (E).....Expiration (G).....General Rate Increase (I)..... New or Initial Matter  
(P).....Addition of a Port or Point (R).....Reduction (W).....Withdrawal of an Erroneous  
Filing on the Same Filing Date X.....Times (Measurement to Weight Ratio) x..... Degrees  
'.....Foot (Feet) " .....Inches &.....And c.....Cents /.....Or @. .... Per  
\$.....U.S. Dollar .....Japanese Yen %.....Percent (I) AUD..... Australian Dollar (I)  
NZD.....New Zealand

**Rule Number: 925**

Rule Description: PROJECT CARGO - SEASONAL DISCONTINUANCE

Full Text of Rule: SEASONAL DISCONTINUANCE Not Applicable.

**Rule Number: 926**

Rule Description: PROJECT CARGO MILITARY CARGO TERMS

Full Text of Rule: MILITARY CARGO TERMS Not Applicable.

**Rule Number: 927**

Rule Description: PROJECT CARGO - FREE TIME AND DEMURRAGE AT DISCHARGE POINTS

Full Text of Rule: FREE TIME AND DEMURRAGE AT DISCHARGE POINTS For cargo inbound to the USA All containers (when applicable) held with cargo, or non-containerized cargo at carrier's discharge port CY, undelivered for more than one (1) day, Saturdays, Sundays, and Holidays excluded after the cargo was discharged from the vessel, will be subject to demurrage or detention charges as per underlying carrier's tariff, whether the shipment therein occupies a full container or not. At the carrier's option, after the expiration of the first day of free time the cargo may be discharged to public storage, and transfer and incidental expenses for the removal of such cargo from the container shall be for the account of cargo. During a longshore strike which would have prevented ocean carrier from discharging at the U.S. port shown on the Bill of Lading, the provisions in paragraph (1) of this rule shall not apply, and free time and demurrage shall be in accordance with local terminal tariffs as applicable. The above charges shall be assessed for the day of removal of the container from carrier's CY, or non-containerized cargo regardless of the pick-up time. Otherwise as per demurrage/detention time clauses in section 100-2 of these Rules.

**Rule Number: 927- 1**

Rule Description: PROJECT CARGO - FREE TIME & DEMURRAGE AT INLAND DISCHARGE POINTS

Full Text of Rule: 1. All containers (when applicable) held with cargo, or non-containerized cargo at underlying carrier's inland ramp, terminal or CY, undelivered for more than one (1) day, Saturdays, Sundays and Holidays excluded, will be subject to demurrage charges as per underlying carrier's tariff, whether the shipment therein occupies a full container or not. At the carrier's option, after the expiration of the first day of free time the cargo may be discharged to public storage, and transfer and incidental expenses for the removal of such cargo from the container shall be for the account of the cargo. Note: During a labor dispute which may affect underlying carrier's ability to discharge cargo at an inland cy/ramp, terminal, the provisions in paragraph (1) of this rule shall not apply, and free time and demurrage shall be in accordance with local terminal tariffs as applicable. The above charges shall be assessed for the day of removal of the container or non-containerized cargo from the carrier's CY/RAMP/TERMINAL regardless of the pick-up time.

**Rule Number: 928**

Rule Description: PROJECT CARGO – MARKING

Full Text of Rule: MARKING For cargo inbound to the USA, each single carton, package, or other separate article, must be plainly and durably marked with the name and address of the shipper and the name and address of the consignee except when containerized or; Export marks may be used as marking identification in lieu of names and addresses provided such markings can be readily matched in the descriptions shown on the dock receipt and other papers accompanying shipment.

**Rule Number: 929**

**Rule Description: PROJECT CARGO - FORCE MAJEURE CLAUSE**

Full Text of Rule: FORCE MAJEURE CLAUSE "Without prejudice to any rights or privileges of the Carrier under covering Project Bill 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 harbor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract of carriage, or to increase, upon less than thirty days' notice in conformity with the Federal Maritime Commission regulations by publication in this Tariff, any affected rate or rates in order to meet such operation."

**Rule Number: 930**

**Rule Description: PROJECT CARGO – PACKING**

Full Text of Rule: PACKING For cargo inbound to the USA, all shipments tendered to the Carrier must be packed in a manner to ensure safe transportation with ordinary care. Such packing shall at least meet the standard set for domestic shipping within the United States. All Pieces of a shipment must bear marks and numbers, place of destination and country of origin. These packing and marking requirements are the responsibility of the Consignor.

**Rule Number: 931**

**Rule Description: PROJECT CARGO – EQUALIZATION**

Full Text of Rule: EQUALIZATION FOR INBOUND USA CARGO A. Ports of Loading 1. The Carrier may instead of a direct call at ports of loading covered by this Tariff absorb cost of transshipment of cargo between ports in accordance with the following definition of equalization. 2. Equalization is the absorption by the Carrier of difference between Shipper's cost of delivery from point of origin to Carrier's CY or terminal at the loading port to which the lowest applicable inland common carrier or contract carrier rates apply and the cost of delivery to Carrier's CY or terminal at the actual port of loading. Shipper's cost for inland transportation to be absorbed will not exceed an amount computed at the lowest applicable inland common carrier or contract carrier rates. This rule may be implemented at the carrier's discretion. If the shipper or consignee requests another port or facility be used, all costs will be for the account of the cargo. B. Ports of Destination 1. Transshipment - When the Ocean Carrier discharges cargo at a port other than the destination port named in the Ocean Bill of Lading, the Ocean Carrier, at its option, may arrange at Carrier's cost expenses for movement via rail, truck or water of the shipment from port of actual discharge to the port of destination declared on the Bill of Lading. 2. Equalization at Japan Ports - In Japan, and applicable to CY container cargo only, when the Ocean Carrier discharges cargo at a Japan base port other than the port named in the Ocean Bill of Lading, and if consignee or his representative request direct movement of said cargo from the point of discharge to an inland point of consumption, the Carrier may, subject to limitations set forth below, permit or procure direct movement of the cargo from port of discharge to the inland point of consumption and may absorb the amount obtained by subtracting the cost of transportation between port of destination declared on the Ocean Bill of Lading and inland point of consumption. All responsibility or liability of



Ocean Carrier for the movement of the cargo stated herein shall cease immediately upon delivery of shipments at the port of discharge. Equalization is defined as such absorption. LIMITATIONS a. All cost calculations must be based on the round trip basic charge stipulated in the applicable Ministry of Transport (MOT) Trucking and Ferry Traffic. If alternate routings are available, calculation must be based on the routing which produces the lowest cost whether or not such routing is available for specific shipment. b. Equalization shall not exceed 80% of transportation between actual port of discharge and the port named in the Ocean Bill of Lading. c. Carrier will not equalize between outports or between terminals within a port. d. Return of empty container should be restricted only to base ports. When empty container is returned to the CY other than at the port of discharge, notwithstanding paragraphs (a) and (b) of this section, amount of equalization should be made by subtracting the round trip basic charges stipulated in the applicable MOT Tariff between the port of discharge and the port of destination declared on the Ocean Bill of Lading via way of inland point consumption. Such equalization amount shall not exceed 80% of one-way trip transportation cost between actual port of discharge and the port named in the Bill of Lading. (e) In support of each claim for equalization the consignee must furnish the Carrier with a copy of their transportation bill and proof of payment for movement from port of actual discharge. This transportation bill must clearly show name of importing vessel, port of discharge, Ocean Carrier's Bill of Lading number, voyage number, final inland point of destination, and both the distance from actual port of discharge to the inland point and the distance from port of destination declared on the Ocean Bill of Lading to inland point. Claims for equalization will not be paid unless received by the Carrier not later than 90 days after the completion of discharge of the vessel at a base port where the cargo is discharged.

**Rule Number: 932**

Rule Description: PROJECT CARGO - CREDIT PRIVILEGES

Full Text of Rule: CREDIT PRIVILEGES At its option, Expeditors International of Washington, Inc., may extend credit to the account of the cargo for ocean freight as per the project bill of lading. The maximum number of calendar credit days shall be defined in Expeditors Credit Agreement, the terms of which will govern all payment terms. The fully executed credit agreement will be maintained at both Expeditors International of Washington, Inc., (affiliate location is acceptable) and by the applicant. Expeditors reserves the right to suspend the privilege of credit, thereby placing such on a cash basis.

**Rule Number: 933**

Rule Description: PROJECT CARGO - Ad Valorem Rates

Full Text of Rule: AD VALOREM RATES In respect of all other cargo, where the shipper desires to be covered for a valuation in excess of the carrier's liability and/or elects to show value of goods on the Project Bill of Lading, Ad Valorem charge shall be assessed. The Ad Valorem charge, shall be 20 (twenty) percent of the value declared in excess of the said bill of lading limit or value and is in addition to the base rate.

**Rule Number: 934**

Rule Description: EQUIPMENT SUBSTITUTION FOR INBOUND AND OUTBOUND USA CARGO

Full Text of Rule: GENERAL A. If carrier is unable to provide the container type/size required by shippers at time of booking due to lack of available empty equipment or to other unavoidable operational constraints, carrier has the option to substitute other type/sizes of container for per container rated shipments. B. Due to operational necessity, carrier may at its option furnish 2 twenty foot (20') in lieu of a forty foot (40') container. Due to operational necessity, carrier may at its option furnish a forty foot (40') container in lieu of a twenty foot (20') container and the twenty foot per container rate shall apply providing the gross weight does not exceed 29,400 lbs., 13,350 Kilos or 1,050 Cubic feet, 28 Cubic meters. Due to operational necessity, carrier may at its option furnish a 40' High Cube in lieu of a 40' standard container, subject to maximums of 58 cbm and 21kt at the rate and charges applicable to the 40' standard container. Where cargo is loaded in excess of these maximums, the applicable revenue ton rate or the 40' High Cube per container rate will apply. Due to operational necessity, carrier may at its option furnish a 45' container in lieu of a 40' standard container, subject to maximums of 57 cbm and 21 kt or high cube container subject to maximum of 65 cbm and 21kt at the rate and charges applicable to the 40' container requested by shipper. Where cargo is loaded in excess of these maximums, the applicable revenue ton rate for the 45' per container rate will apply. Due to operational necessity, carrier may at its option furnish a 9'6x 40' Non-Operating Reefer (NOR) Container in lieu of a 40' Standard (Dry) Container, provided that cargo loaded in the Non-Operating Reefer Container does not exceed eighty-five percent (85%) of the total inside cubic capacity of the 40' NOR. Ocean freight and charges will be the same as what would have been assessed if a 40' Standard (Dry) Container had been furnished. Where equipment is substituted under the provisions of this rule, bills of lading must be clausued: "Equipment Substitution per Tariff Rule"

**Rule Number: 991-46**

Rule Description: Government Taxes & Fees

Full Text of Rule: Government Taxes & Fees

When Carrier is imposed with a charge, fee, tax or other assessments on cargo or cargo interest by a local, city, or national government per the applicable law, or a port authority per the applicable tariff, carrier will be reimbursed such amount from the party responsible for payment. Taxes and fees will be invoiced separately.

Expeditors International of Washington: NVOCC Service Arrangements (NSA/NRA) Rules  
Tariff