CONSOLIDATED SHIPPING AGENCIES LTD. PAGE TARIFF NO. 100

**ORIGINAL TITLE** 

FMC No.: 025177-100

**Non-Vessel Operating Common Carrier** 

Effective Date: 16SEP2014
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**Expiration Date:** 

**Controlled Carrier Status: NONE** 

# **TITLE PAGE**

TARIFF NO. 100

Negotiated Rate Arrangements ("NRA") Governing Rules Tariff
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAK BULK
BETWEEN
U.S. PORTS AND POINTS
(AS SPECIFIED IN RULE 1)
AND
WORLD PORTS AND POINTS
(AS SPECIFIED IN RULE 1-A)

**CONSOLIDATED SHIPPING AGENCIES LTD.** is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC license number 025177NF.

## NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements NRAs".

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

Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's response by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA.

All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

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

ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

Number: 025177-100

NAME: CONSOLIDATED SHIPPING AGENCIES

TRADE NAME:

TYPE: NON-VESSEL OPERATING COMMON CARRIER

HDO. COUNTRY: USA

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025177-100:

CONSOLIDATED SHIPPING AGENCIES LTD. NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O
Rule 1:

Scope

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

## U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD

Boston, MA

Chester, PA

Charleston, SC

Jacksonville, FL

Miami, FL

New York, NY

Newark, NJ

Norfolk VA

Philadelphia, PA

Savannah, GA

Wilmington, NC

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

Houston, TX

Galveston, TX

New Orleans, LA

Tampa, FL

Mobile, AL

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

Port Hueneme, CA

Los Angeles, CA

Long Beach, CA

Oakland, CA

San Francisco, CA

San Pedro, CA

Portland, OR

Seattle, WA

Tacoma, WA

GREAT LAKES BASE PORTS

Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

## A. SUBSTITUTED SERVICE

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

### B. INTERMODAL SERVICE

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

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025177-100:

CONSOLIDATED SHIPPING AGENCIES LTD. NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O Rule 1-A:

**Worldwide Ports and Points** 

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Except as otherwise provided this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points. NRAs to and from World Inland Points apply via Base Ports.

1. North East Asia (NEASIA): Rates apply to and from ports and points in the following countries: Hong Kong, Japan, Korea, Macau, Mongolia, People's Republic of China, Taiwan (Republic of China), and Russia (USSR). NRAs to/from inland points apply via the Northeast Asia Base Port Groups, (NEASIABP), defined as:

NEASIABP BASE PORTS

Hong Kong, HONG KONG, Kobe, Nagoya, Osaka, Tokyo, Yokohama, JAPAN, Busan, REPUBLIC OF KOREA, Dalian, Fuzhou, Shanghai, Shekou, Tianjin, Xiamen (Hsia Men), PEOPLE'S REPUBLIC OF CHINA, Keelung (Chilung), Kaohsiung, TAIWAN (REPUBLIC OF CHINA), Vostochny, UNION OF SOVIET SOCIALIST REPUBLICS

2. Southeast Asia (SEASIA): NRAs apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, and Vietnam. NRAs to/from inland points apply via the Southeast Asia Base Port Group (SEASIABP), defined as follows:

SEASIABP BASE PORTS

Jakarta, INDONESIA, Port Kelang, Penang, MALAYSIA, Cebu, Manila, PHILIPPINES, Singapore, SINGAPORE, Bangkok, THAILAND

3. South Asia (SOUTHASIA): NRAs apply to/from ports and points in the following countries: Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka. NRAs to/from inland points apply via the South Asia Base ports (SASIABP), defined as:

SOUTHASIABP BASE PORTS

Chittagong, BANGLADESH, Bombay (Mumbai), Calcutta (Kolkata), Madras (Chennai), INDIA, Karachi, Pakistan, Colombo, SRI LANKA

4. Australia, New Zealand and Oceania (ANZOCEANIA): Rates apply to/from ports and points in the following countries:

Australia, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn Islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, Western Samoa. Rates to/from inland points apply via the Australia, New Zealand, and Oceania Base Port Group (ANZOCEANIABP), defined as:

ANZ/OCEANIABP BASE PORTS

Adelaide, Brisbane, Freemantle, Melbourne, Sydney, AUSTRALIA, Auckland, Christchurch, Littleton, Wellington, NEW ZEALAND, Suva, FIJI, Papeete, FRENCH POLYNESIA, Noumea, NEW CALEDONIA, Lae, Port Moresby, PAPUA NEW GUINEA, Honiara, SOLOMON ISLANDS Nukualofa, TONGA Port Vila, VANUATU, Spia,

### WESTERN SAMOA

5. Middle East (MIDEAST): Rates apply to/from ports and points in the following countries: Bahrain, Iran, Iraq, Jordan Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, and Yemen. Rates to/from inland points apply via the Mideast Base Port Group (MIDEASTBP), defined as:

MIDEASTBP BASE PORTS

Bahrain, BAHRAIN, Bandar Abbas, Bandare Khomeyni, IRAN, Aqaba, JORDAN, Mina Qabus (Muscat), OMAN, Ad Dawhah (Doha), QATAR, Damman and Jeddah, SAUDI ARABIA, Abu Zaby (Abu Dhabi), Dubayy (Dubai), Fujeirah, Jabal Ali, (Jebel Ali), UNITED ARAB EMIRATES, Hodeidah, YEMEN

6. Africa (AFRICA): Rates apply to/from ports and points in the countries shown in the AFRICABP Base Port Group as shown below. NRAs also apply to/from all points in the following African countries: Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, Uganda, Western Sahara, Zambia, Zimbabwe; NRAs to/from inland points in these countries apply via the Africa Base Port Group (AFRICABP), which is defined below. For NRAs to North African countries, see the Mediterranean (MED) Country and Base Port Group.

AFRICABP BASE PORTS

(EAST AND SOUTH AFRICA): Moroni, COMOROS, Djibouti, DJIBOUTI, Mitsiwa, ETHIOPIA, Mombasa, KENYA, Luderitz and Walvis Bay, NAMIBIA, Toamasina and Toliara, MADAGASCAR Port Louis, MAURITIUS, Beira, Maputo, Nacal MOZAMBIQUE, Mahe, SEYCHELLES, Berbera, Muqdisho (Mogadishu), SOMALIA, Durban, Capetown, SOUTH AFRICA, Bur Sudan (Port Sudan), SUDAN, Dar Es Salaam, Tanga, Zanzibar, TANZANIA, (WEST AFRICA) Lobito, Landana (Luanda), ANGOLA, Cotonou, BENIN, Douala, CAMEROON, Praia, CAPE VERDE ISLANDS, Pointe Noire, CONGO, Libreville, Port Gentil, GABON, Banjul, THE GAMBIA, Accra, Sekondi, Takoradi, Tema, GHANA, Conakry, GUINEA, Bissau, GUINEA BISSAU, Abidjan, IVORY COAST, Monrovia, LIBERIA

Nouakchott, MAURITANIA, Lagos, Port Harcourt, NIGERIA, Dakar, SENEGAL, Freetown, SIERRA LEONE, Lome, TOGO, Matadi, ZAIRE

7. Mediterranean (MED): NRAs apply to/from ports and points in the following countries: Andorra, Algeria, Azores Islands (Portugal), Canary Islands (Spain), Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Lebanon, Madeira (Portugal), Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Yugoslavia (including Bosnia-Herzegovina, Croatia, Macedonia, Slovakia). NRAs to/from inland points apply via the Mediterranean Base Ports Group (MEDBP), defined as:

MEDBP BASE PORTS

Alger (Algiers), ALGERIA Ponta Delgada, AZORES (Portugal) Las Palmas, Tenerife, CANARY ISLANDS (Spain) Lemosos (Limassol), CYPRUS Al Iskandariyah (Alexandria), Bur Sa Id (Port Said), EGYPT, Marseilles, France, Piraievs (Pireaus), Thessaloniki (Solonika), GREECE Ashdod, Haifa, ISRAEL Geneva (Genoa), Livorno (Leghorn), ITALY Bayrut (Beirut), LEBANON Funchal, MADEIRA ISLANDS (Portugal) Valletta, MALTA Casablanca, Rabat, Tangier, MOROCCO, Leixoes, Lisboa, Oporto, Portugal Barcelona, Bilbao, Valencia, SPAIN, Al Ladhiqiyah (Latakia), SYRIA Sfax, Tunis, TUNISIA Mersin, Izmir, Istanbul, TURKEY, Dubrovnik, Koper, Split, YUGOSLAVIA

8. Northern Europe (NEUROPE): NRAs apply to/from ports and points in the following countries: Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Greenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Sweden, Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Union of Soviet Socialist Republics (including Armenia, Azerbaijan, Belorussia, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan). NRAs to/from inland points apply via the North Europe Base Port Group (NEUROPEBP), defined as:

NEUROPEBP BASE PORTS Havre, Fos, Marseille, FRANCE, Bremen, Bremerhaven, Hamburg, GERMANY, Bailed Catha Cleat (Dublin), Cork, Galway, Waterford, IRELAND (EIRE), Amsterdam, Rotterdam, NETHERLANDS, Bergen, Oslo, Stavanger, NORWAY, Gdansk, Gdynia, POLAND, Constanta, ROMANIA, Gothenburg, Malmo, Stockholm, SWEDEN, Riga, Tallinn, Leningrad (St. Petersburg, Klaipeda, USSR, (UNION OF SOVIET SOCIALIST REPUBLICS) Belfast, Felixstowe, Glasgow, Grangemouth, Liverpool, London, Southampton, Thamesport, Teesport, Tilbury UNITED KINGDOM

9. North America: NRAs apply to/from ports and points in Canada and Mexico. NRAs to/from points in Canada apply via the Canada Base Port Group (CANADABP) as shown below. NRAs to/from inland points in Mexico apply via the Mexico Base Ports (MEXICOBP), as shown below:

CANADABP BASE PORTS

St. Johns, Newfoundland, CANADA, Charlottetown, Prince Edward Island, CANADA, Halifax, Nova Scotia, CANADA, Saint John, New Brunswick, CANADA, Montreal, Quebec, Quebec, CANADA Toronto, Ontario, CANADA, Vancouver, British Columbia, CANADA

MEXICOBP BASE PORTS

Tampico, Veracruz, MEXICO, Lazaro Cardenas, Manzanillo, Salina Cruz, MEXICO

10. Central America (CAMERICA): NRAs apply to/from ports and points in the following Central American Countries: Belize, Costa Rico, El Salvador Guatemala, Honduras, Nicaragua, and Panama. NRAs to/from inland points apply the Central America Base Port Group (CAMERICABP), defined as:

CAMERICABP BASE PORTS

Belize City, BELIZE, Puerto Limon, COSTA RICA, San Jose, Santo Tomas de Castillo, GUATEMALA Puerto Henecan, Puerto Cortes, HONDURAS, Corinto, Managua, NICARAGUA, Balboa, Cristobal, Panama City, PANAMA

11. Caribbean Islands (CARIBBEAN): NRAs applies to/from ports and points in the Caribbean Island Countries named in the Caribbean Base Port Group. NRAs to/from inland points apply via the Caribbean Base Port Group (CARIBBEANBP), defined as:

CARIBBEANBP BASE PORTS

St. Johns, ANTIGUA AND BARBUDA, Oranjestad, ARUBA (Netherlands Antilles) Freeport, Nassau, BAHAMAS, Bridgetown, BARBADOS, Hamilton, BERMUDA, Kralendijk (Bonaire), NETHERLANDS ANTILLES, Tortola, BRITISH VIRGIN ISLANDS, Georgetown, CAYMAN ISLANDS, Willemstad, CURACAO (Netherlands Antilles) Roseau, DOMINICA, Santo Domingo, DOMINICAN REPUBLIC

Saint Georges, GRENADA, Pointe a Pitre, GUADELOUPE, Port Au Prince, HAITI, Kingston, Montego Bay, JAMAICA, Fort de France, MARTINIQUE, Plymouth, MONSTSERRAT, Basseterre, St Kitts/ Nevis Castries, ST. LUCIA, Kingstown, ST. VINCENT AND THE GRENADINES, Grand Turk Island, TURKS AND CAICOS ISLANDS, Port of Spain, TRINIDAD

12. South America (SAMERICA): NRAs apply to/from ports, and points in the following South American Countries: Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, and Venezuela. NRAs to/from inland points apply via the South America Base Port Group (SAMERICABP), defined as:

CARIBBEANBP BASE PORTS

Buenos Aires, ARGENTINA, Fortaleza, Santos, Sao Paulo, Rio de Janeiro, BRAZIL, Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas, Talcahuano, Tocopilla, CHILE, Barranquilla, Buenaventura, Cartagena, Santa Marta, COLOMBIA, Guayaquil, ECUADOR, Cayenne, FRENCH GUIANA Georgetown, GUYANA, Asuncion, PARAGUAY, Callao, PERU, Paramaribo, SURINAME, Montevideo, URUGUAY La Guairá, Maracaibo, Puerto Cabelllo, VENEZUELA, NRAs also apply to/from ports and inland points named in the individual NRAs.

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 1-B: Intermodal Service

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2: Notice to Tariff Users

## Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

- a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs").
- b. NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (including originating carrier in the case of through Transportation).
- c. Carrier's Rules are provided free of charge to Shipper and Consignee at <a href="http://www.conshipusa.com">http://www.conshipusa.com</a> containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier
- d. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's response by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520 and §532. The terms contained in the writings shall be a valid offer for thirty (30) days from the offer date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA.
- e. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation.
- f. Except as otherwise provided in the NRA all shipments that are subject to origin, destination, terminal, local or foreign charges shall be for the account of the cargo.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2A: Application of NRAs and Charges

# Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight.

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

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

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo.

NRAs are applicable from Inland Points which lie beyond port terminal areas.

Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. (See item 16, re: Advanced Charges.)

Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.

- 3. Packages containing articles of more than one description shall be rated on the basis of the NRA provided for the highest rated articles contained therein.
- 4. NRAs do not include Marine Insurance or Consular fees.
- 5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs.

Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

- 6. Unless otherwise specified, when NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
- 7. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
- 8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
- 9. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."
- 10. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge shall be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

Any Additional Charges which may be imposed upon the cargo by Governmental Authorities shall be for the account of the cargo.

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

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

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

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

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

### 12. SERVICE OPTIONS:

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

## Container Yard (Y)

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

## Container Freight Station (S)

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

### Door (D)

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

### Ocean Port (O)

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

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

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

IPI Service, between World ports and points and USA ports and points.

The term IPI service means shipments between World Ports and Points discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

MLB Service (Mini Land Bridge), between World ports and points and USA.

The term MLB service means shipments between World Ports and Points discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports. RIPI Service, between World ports and points and USA.

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

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O Rule 2-010:

**Packing Requirements** 

# Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.

- 2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
- 3. Gross weight in pounds, and/or Kilos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
- 4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

025177-100 CONSOLIDATED SHIPPING AGENCIES LTD.

NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O

Rule 2-020: Diversion By Carrier

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

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

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

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O
Rule 2-030: Mixed Commodity Rates

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Not Applicable

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O Rule 2-040: Container Capacity

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as shown below regardless of the actual capacity.

## CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

SIZE TYPES TEMPATURE SERVICE TYPE 20' Std 20 Foot Container AC Artificial Atmosphere Control AC Atmosphere Control D Door 40' Std 40 Foot Container CLD Chilled DF Drop Frame M Motor 40'HC 40 Foot High Cube FB Flat Bed FRZ Frozen R Rail Yard

40'Flat Rack 45'Std 45 Foot Container 48'Foot Container 53'Foot Container 20'Flat Rack 20'Platform 40'Platform FR Flat Rack
GC Garment Container
HH Half Height
IN Insulated
N/A Not Applicable
N/C Non-Containerized
OT Open Top
PC Dry
PL Platfirm

RE Reefer TC Tank TL Top Loader TR Trailer VR Vehicle Racks HTD Heated N/A Not Applicable/Not Operating RF Refrigerated VEN Ventilated S Cont Frgt Station
U Rail Siding
X Team Tracks
Y Container Yard

NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in various States of the U.S.A.

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# Tariff Rule Information

025177-100:

CONSOLIDATED SHIPPING AGENCIES LTD. NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-050: Shipper Furnished Containers

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

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

# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O Rule 2-060:

Measurement And Weight

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic meter respectively, unless otherwise stated. Whenever freight charges are assessed on a W/M "weight or measurement" basis or where rates are provided on both a "W" and

"M" basis, the freight charges will be computed on the gross weight or the overall measurement of the pieces or packages, whichever computation produces the greater revenue to the Carrier.

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

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

3. Calculating Cubic Measurements

The three dimensions in inches (rounded off in accordance with (2) are to be multiplied together to produce the cube of one package or piece in cubic meters to four decimal places.

In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards. In the case of multiple packages of like dimensions the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

4. OFFICIAL MEASURERS AND WEIGHERS

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

### 5. MIS-DESCRIPTION, UNDERWEIGHTS AND UNDER-MEASUREMENT

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

B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers'

figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn reweighting, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or mis-declared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo. RETURN TO TABLE OF CONTENT

# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O
Rule 2-070: Overweight Containers

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for account of cargo.

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

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-080: Shipper's Load And Count

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

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

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

Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers at their expense and the carrier shall not be responsible for such

materials nor their return after use. The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

### A. Definition of Diversion:

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

### **B. Conditions:**

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

# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O Rule 2-100: Mixed Shipments

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

- 1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity NRA applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
- 2. Single shipments which consist of articles subject to two or more different NRAs, when articles subject to such different NRAs are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity NRA applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
- 3. Where different scales of NRAs are provided for shipments of different weights, apply on each article the NRA which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment. Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of NRAs, will be charged for at the lowest NRA applicable to any article in the shipment.
- 4. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity NRA applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the NRAs used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-110: Restricted Articles

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

- 1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
- 2. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
  - 3. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume novelty jewelry, except where otherwise specifically provided, postage stamps or letters and packets of letters with or

without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.

- 4. Corpses or cremated remains.
- 5. Animals, birds, fish, livestock.
- 6. Eggs, viz: Hatching.
- 7. Poultry or pigeons live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
- 8. Silver articles or ware, sterling.
- 9. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
- 10. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
- 11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
- 12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides. RETURN TO TABLE OF CONTENT

# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-120: Freight All Kinds (FAK)

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Amendment No.: O

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

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Different levels of Service are offered by the Carrier. Unless otherwise specified in the individual NRA, NRA's are applicable for Regular Service.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Rule 2-140: AES USA EXPORT SHIPMENTS

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date or 2 hours before train border crossing. U.S. Customs and Border Protection (CBP) may

impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations.

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Tariff Rule Information

Amendment No.: O

NRA RULES TARIFF NO. 100 - Between (US and World)

Rule 2-150:

DOCUMENTATION FEE

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Document fees are considered origin and destination local charges and shall be for the account of the cargo and are included in the individual NRA, if any.

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# Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100:

NRA RULES TARIFF NO. 100 - Between (US and World) Amendment No.: O

Rule 2-160: AMS CHARGES

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

AMS charges are applicable on all import shipments.

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Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100:

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

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

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

## B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.

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

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

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

- 1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.
- 2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.
- 3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

# D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.

- 1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
- 2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

## E. INDEMNIFICATION OF CARRIER.

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

- F. CONFIDENTIALITY. Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container load cargo containing shipments by more than one Shipper.
- G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 for charges to apply.

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# Tariff Rule Information

025177-100:

CONSOLIDATED SHIPPING AGENCIES LTD. NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O Rule 2-180:

U.S. CUSTOMS RELATED CHARGES

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier.

NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo or merchant.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-190: FDA PRIOR NOTICE

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

As described in each individual NRA. RETURN TO TABLE OF CONTENT

# Tariff Rule Information

025177-100; CONSOLIDATED SHIPPING AGENCIES LTD.

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-200: Cargo Roll-Over Fee

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Carrier will require complete and accurate shipping instructions by the "Document Due by Date" mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the "Document Due By date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account. A Cargo Roll-Over Fee of \$200.00 shall be charged. RETURN TO TABLE OF CONTENT

Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

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

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Goods received at break-bulk terminal, CFS or CY are subject to free time and detention, demurrage, or storage provisions of the appropriate port terminal tariff or ocean common carrier tariff. In the absence of such tariff, the free time and charges contained in the closest public port terminal tariff will apply. Should there be no port terminal tariff or public port terminal tariff to apply, the free time allowed shall be as follows:

Export: Per Diem, free time for export is 5 working days from pick up of equipment, thereafter USD 150.00 per day Import: Demurrage, free time shall be 5 working days from availability of equipment at the port, thereafter USD 150.00 per day.

CONSOLIDATED SHIPPING AGENCIES LTD. NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 3: Rate Applicability Rule

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

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# Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100: NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 4: **Heavy Lift** 

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014 Heavy Lift charges are applicable and shall be included in the individual NRA.

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# Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100:

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 5: Extra Length

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

An Over Length surcharge will apply to any single piece 12 feet and over and shall be included in the individual NRA. RETURN TO TABLE OF CONTENT

Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100:

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 6: **Minimum Bill of Lading Charges** 

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

None.

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# Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. NRA RULES TARIFF NO. 100 - Between (US and World) 025177-100:

Amendment No.: O

Rule 7: **Payment of Freight Charges** 

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

## A. CURRENCY

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

### B. PAYMENT IN U.S. DOLLARS

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

# C. METHODS OF PAYMENT

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

## D. PREPAID FREIGHT

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

2. When freight and charges are billed prepaid they shall be paid in U.S. dollars.

# E. FREIGHT COLLECT

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

### F. CURRENCY CONVERTABILITY:

1. Conversion Provisions:

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

RETURN TO TABLE OF CONTENT

# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 8: Bill(s) of Lading Front/Face

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Carrier's bill of lading, front and back provided herein:

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conship			FMC# 025177NF BILL OF LADING					
2. EXPORTER (Principal or seller-licensee and address including ZIP Code )			5. DOCUMENT NUMBER	5a. B/L N				
		ZIP CODE		6. EXPORT REFERENCES				
		ZIPCODE						
CONSIGNED TO		<b>-</b>		7. FORWARDING AGENT (Name ar	nd address - references)			
				8. POINT (STATE) OF ORIGIN OR FTZ NUMBER				
4. NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address)			9. DOMESTIC ROUTING/EXPORT INSTRUCTIONS					
2. PRE-CARRIAGE BY		13. PLACE OF RECEIPT B	SYPRE -CARRIER					
4. EXPORTING CARRIER		15. PORT OF LOADING /EXPORT		10. LOADING PIER /TERMINAL				
16. FOREIGN PORT OF UNLOADING (Vessel and air only )		17. PLACE OF DELIVERY	BYON -CARRIER	11. TYPE OF MOVE		11a. CONTAINERIZED (Vessel or Yes No		
MARKS AND NUMBERS	NUMBER		DESCRIPTION OF	COMMODITIES	GROSS W (Kilos	EIGHT	No MEASUREMENT	
(18)	OF PACKAGES (19)			(20)			(22)	
Carrier has a policy against payment , :				unlawful under the United States Shipping		Ι.		
FREIGHT RATES, CHA		S AND/OR MEASUR	EMENTS			at of least	nd part of	
SUBJECT TO CC	RRECTION	PREPAID	COLLECT	Received by the Carrier for shipment b discharge, and for arrangement or pro carriage to place of delivery , where st good order and condition unless otherw mentioned port of discharge or place of exceptions, limitations, conditions and Shipper and /or Consignee agree to ac IN WITNESS WHER EOF three (3) or stated above , one of which being acco	curement of pre -carriag tated above , the goods as ise stated . The goods to delivery , whichever is liberties set out on the rev cepting this Bill of Lading riginal Bills of Lading have i mplished the others shall b	e from place of specified about the delivered applicable , serse side here been signed be void	of receipt and on - ve in apparent at the above ubject always to the sof , to which the , not otherwise	

MO.

DAY

YEAR

- Interiors:

  "Carrier meems a person who is engaged in the business of transporting for nire goods by road, red, infand waterways or sea.
  "Consigned" means the person named as consignee in the multimodal transport
- ent means the goods entrusted to a multimodel transport
- Consignment: mean a ten glocol emission to a minimizer consignment of the minimizer of the minimizer consignment of the minimizer of the consignment or of elements of the minimizer of the consignment of the minimizer of the consignment to or neglectable minimizer.
- negotiable multimoda i transport isocument, delivering of the consignment to or placking the consignment at the disposal of the consignment on the behalf, "Endorsement" means the signing by the consignment on his behalf, "Endorsement" means the signing by the consignment on be selected adding a direction on a negotiable multimodal transport document to pass the property in the goods mentioned is such document to a specified person. "Goods" includes (i) containers, satisfes or similar articles of transport used to consolidate goods, and (ii) artimate. "Mode of transport "means carriage of goods by road, rail inlend waterways or sea. "Multimodal I presportation" means carriage of goods by two or mote modes of Multimodal I presportation" means carriage of goods by two or mote modes of the presportance of the presponding of productions of the presponding to the constitution of the presponding of Multimodal I presportation, "means carriage of goods by two or mote modes of the presponding the presponding to the presponding to the presponding to the presponding to the present the presponding to the presence of the presence of the presponding to the presence of the presenc

- "Nacide of irramport" means carriage of goods by read, rail inherd waterways or sail.
  "Multimodal Irramportation," means carriage of goods by two or more modes of transport from the place of acceptance of the goods in India to a place of delivery of the goods contained india. "Multimodal transport contract," means a contract entered into by the consignor and the multimodal transport operator (means a contract entered into by the consignor and the multimodal transport operator (means as person who (i) concludes a multimodal transport contract on his own behalf of through another person acting on his behalf, (i) acts as principal and not as an appetr either of the consegon or of the carrier participating in the multimodal transportation, and who assumes responsibility for the performance of the said contract, and (ii) in registered under each section of of section 4 of the Act.
- ment which is -{i) made out to bearer or (ii) made out to order and is transferable by endorsement, or (iii) made out to bearer and is transferable without
- "Non-negotiable multimodal transport document" means a multi-modal transport document which indicates only one named consigner.

### -2. Applicability

The provision set out and referred to in this Multenodei Transport Document shall apply provision set out each embrary or in animation and institution of the francisch is an described on the labe of the document is by two or more modes of sport from the place of acceptance of the goods in India to a place of delivery of the disconsider India.

### 2. Effect of Issuance of Multimodal Transport Document

- (1) The Issuance of the Multimodal Transport Document confers and Imposes on all periles having or accouring hereafter an interest in the rights/obligations and defence set out in the conditions manifolded in this sociument.
- (2) By the issuance of the Multimodel Transport Document, the Multimodal Transport Operator.
- a. undertakes to perform and ( or in his own name to procure perfo multimodal transport including all services which are necessary to such transport from the time of taking the goods in charge to the time of delivery, and accepts rasponsibility for such transport and such services to the setent set out in these
- accepts responsibility for the acts and omissions of his agents or servant, when such agents or servants are soding within their scope of their employment, as if such acts and omissions were own;
- accepts responsibility for the acts and omissions on any other person whose services he used for the performance of the contract evidenced by this multimodal
- d. undertakes to perform or to procure performance of all acis necessary to ensure
- assumes hability to the extent set out in these conditions of loss of or domage to the goods occurring between the time of taking them into his charge and the time of delivery, and undertakes to pay compensation as set out in these conditions a report of such loss or damage.
- assumes liability to the extent set out in these conditions for delay in delivery of the goods and undertakes to pay compensation as set out in that conditions.

### 4. Negotiability and Title to the Goods

By accepting the multimodal transporter ees agree with the multi-modal transport operation sociamen rate consignor and the transfer-person to the constitute rate to this goods and the halder by andorsement of this multimode transport document shall be entitled to receive or to transfer the goods mentioned in this Multimodal Transport Document.

If the Multimortal transport document contains particulars concerning the gene If the Multimodal transport document contains particulars concerning the general nature, leading marks, number of packages or persons, engine or quantity of the goods which the multimodal transport operator or a person acting on the behalf knows, or has researched grounds in suspect do not accurately represent the goods actually taken in change, or if the this no reasonable means of checking such particulars the multimodal transport operator or a person acting on the brinsif shall intent in the multimodal transport operator or a person acting on the brinsif shall intent in the multimodal transport operator or a person acting on the brinsif shall intent in the multimodal properties or a person acting on the certain falls to note on the multimodal transport operator or a person acting on the certain falls to note on the multimodal transport document the appeared condition. current that the goods were in apparent good condition

## 6. Evidentiary effect of the Multimodal Transport Document

- (1) The Multimodal Transport Document and be prima facial evidence of the taking in sharing by the multimodal transport operator of the goods as dissorthed transin and (2) Proof to the confearly by the multimodal fractioned operator after all not be admissible if the multimodal transport document is issued in negotiable from and bas been canobiance on the lifted party including a consignee, who has acted in good faith in teleance on the lifted party including a consignee, who has acted in good faith in teleance on the lifted party including a consignee, who has acted in good faith in teleance on the description of goods therein.

# arentee by the consignor

- Outrantee by the consignor:

  (1) The consignor shall be deemed to have guaranteed in the multimodal transport operator the accuracy at the time the goods were coken in charge by he multimodal transport operator, of particulars relating to the general nature of the goods, their marks, number weigh and quantity and if applicable to the disaperous character of the goods, as furnished by him the insertion in the multimodal transport operator against loss resulting from inhecomosons or thadequateds of the particulars. The consignor shall indemnify the multimodal transport document has been transferred by him. The right of the multimodal transport document has been transferred by way first his shability under the multimodal transport operator to such indemnify shall in no way first his shability under the multimodal transport contract to any person other than the consignor.

- (1) The consignor shall mark or label dangarous goods in a suitable menner as "dangarous
- goods\*

  (2) Where the consignor hands over dangerous goods to the multimodel transport operator or raw generon acting on his hehalf the consignor shall inform him of the dangerous charister of the goods and the case-sery, the presudentions to be take the consignor shall be load and the multimodel interest currents does not otherwise have knowledge of high dangerous character than.

  a. the consignor shall be labale to the multimodel intersport operator for all loss resulting them the elegiment of bush goods, and
  be good may at any time to uniforded, distringed or rendered innocesse, as the circumstances may require, without payment of complete as no.

  (3) The above provisions may not be invoked by any person it during the inclimodal transport he has takes this goods in the charge with knowledge of their dangerous character.

(4) If, in cases where the provisions (2) (b) referred to above do not apply or may not be invalved derigencial goods become an include a funder to the out-be invalved derigencial goods become an include danger to the or property. They may be unloaded, the troying or rendered invocuous, as the decumetances may require without payment of compensation, except where there is an obligation to contribute ral sverage or where the multimodal transport ope

- nor the provisions or many consistent or many that of a reasonable of the goods covers the far responsibility of the multimodal transport operator for the goods covers the enrich from the time for large the goods in his charge to the time of their delivery, or the purpose of this responsibility, the multimodal transport operator is deemed.
  - be in charge of the goods:-tran the time in this task and over the goods from (i) the consignor or a person acting on his beloff, or (i) an authority is other third party to whom, pursuant to law or regulations applicable at the place of taking charge the goods must
- be handed over for intrapport.

  (b) Until that time he has delivered the goods (i) by handing them over to the consignee; or (iii) by placing them at the disposal of the consignee in accordance with the multimodel transcent centerator with the last or with the isage of the particular trade applicable at the place of delivery; or (iii) by handing over the goods on authority or other titid party to element to see or regulations, applicable at the place of delivery, or (iii) by
- (2) Reference to the multimodal transport operation in this regard shall include his servicits or agents or any other paraon of whose services he makes use of for performance of the multimodal transport contract, and reterence to the consignor or consignee shall include thair servents or agents.

- (1) The multimodal impagort operator shall be liable for loss resulting from lose of or (1) The multimodal immigrant operators shall be liable for loss resulting fram lose of or demays to the goods: felloy in televery and any consequented lose or damage and supplied the goods of televery and any consequented lose or damage or delay in delivery, lost place white the goods were in his charge unless the multimodal framport operator privator private late he has servents or agents or any other person whose services he uses for the performance of the confined evidenced by this Multimodal Transport Document, lose is measures their outlier secondary required to avoid the occurrence and its consequences.
  (2) Where fault or neglect on the part of the multimodal harapport operator; his servants or agents or any other person whose services he uses for the performance of the confinct avidenced by this Multimodal Transport Document, combined with servance cause to produce loss or damage or delay in delivery, the multimodal transport operator state by facilities delivery which is attributed to transport document of the confined person in the performance of the confined with the loss, damage or delay in delivery which is attributed to transport facilities.
- which is attributable to such fault or neglect, provided that the multimodal transpor-
- which is attributable to such fault or neglect, provided that the multimodal transport operator proves the part of the loss, dismape in delivery not attributable thereto.

  (3) Debay in delivery occlurs when the goods have not been delivered within the time expressly agreed upon or in the subsence of such agreement within responsible time required by a different Multimodal Transport Operator, having regard to the incurrent expression of the case to offset the delivery of goods.

  (4) the goods have not been delivered within nearly consecutive days following the data of delivery expressly agreed upon, the claimant may lend the goods as lost.

  1. Liability for foes or damage when the stage of transport where the loss or damage excurred is not known.

  (1) When the multimodal transport operator is liable to pay consensation in respect of loss of or demage is. the goods occurring between the time of taking them into this loss of or demage is.

- loss of or damage to, the goods occurring between the time of taking them into his charge and the time of delivery and the stage of transport where the loss or damage red is not known;
- ompensation shall be calculated by reference to the value of such go at the place and time they are delivered to the consigner or at the place and time when in accordance with the contract of multimodal transport they should
- have been so delivered.

  If the value of the goods shall be determined according to the current commodity exchange price or, there is not such price, according to the current market price, or if there is no currendity exchange price or current market price, by reference to the notional value of goods of the same kind

- And quarry.

  However, the multimodal framsport operator shell not, in any case be fable for an amount greater than the actual loss to the person entitled to make the quarry.

  (2) Where a multimodal framsport operator becomes likely for any linss of, or dismage to, any consignment, the return and value where of have not deen declared by the to, any consignment, the nature and value where of have not been declared by the consigner before such consignment has been taken in change by the multimodal transport operator and the stage of transport at which such loss or damage occurred is not known. Then the kabalisy of the multimodal transport operator to usy consequence of known that the cascelet row Sporcial Diswring Plights per looparation the gross weight of the consignment has or damaged or 666.67 Special Dinwring Plights per pockage or use loss or damaged, which were in higher or or damaged, which were in higher or contract or damaged or damaged with the work of the consignment and include the multimodal transportation does not according to the multimodal harmsport commant, include carriage of goods by see or by kinand waterways, the islands of the multimodal transport shall be limited to an emount not executing 6.33 Special Drawing Rights per kilogram of the gross work of the poods lost or demaged.

### weight of the goods lost or demaged. 12. Liability for loss or damage when the stage of transport where the loss of nwored in known

- magin contined is known: When the maintended transport operation is liable to pay Compensation in respect of base of or damage to their goods occurring between the time of taking them into his charge and the time of delivery and the stage of bearbook whether such lose or damage cocumed is known, the liables of the multimodel harappert operator in respect of social many the liables of the multimodel harappert operator in respect of social many the liables of the multimodel harappert operator in respect of social many the liables of the multimodel harappert operator in respect of social many that the liables of the supplication of the spicialization level of the coccurs in Indian, or by the provisions of the application level of the the social respectively. The contribution of the spicialization of the spicialization of the spicialization and contributions of the spicialization of the colarisation of the spicialization of the spicializa
- in)would have applied if the clamant had made a separate and direct of with the multimodal transport operator in respect of the perticular stage of
- with the multimodal transport operator in respect of the justicular slage of trans port when the loss of duringle coopered.

  (3) Without prejudes to the provisions contained in parts 2(3) (s) and (c) mentioned in this boournest when under the provisions of Condition (1) mentioned above. The listably this boournest when under the provision of Condition (1) mentioned above. The listably interests of the condition of the multimodal transport operator was a currier referred to the auch two. However the multimodal transport operator was a currier referred to the auch two. However the multimodal transport operator operator was a currier referred to the auch two. However the multimodal transport operator in this opportunity as soch, or this servents or agents when acting in such cepacity and not in the performance of the carriage.

  12. Defence and directs for the multimodal transport operator and his servants or server the servants or servants at the servants or servants at the provision of the carriage.

- shall apply in action in gainst the multimodal transport operation in respect of loss resusting from loss of at darrage is goods; delay in delivery and any consequential loss or dermage arraing from such dieleg.

  (2) If any action in respect of loss resulting from loss of or damage to the goods of from delay in delivery is brought legal entit the servint or agent of the multimodal transport operator. If such servint or agent of the multimodal transport operator, it such servint or agent grows that he acced within the scope of the employment, or against any other person of whose enrices the makes use for the performance of the multimodal transport operator. If such entitled is supported to the person of whose the enrices the makes use for the person shall be existed within the experience of the contribution, the servint or segar or such other persons shall be existed to avoid himself of the defended under this multimodal transport operator is entitled in invoka under this multimodal transport departator is entitled in invoka under this multimodal transport departator is entitled in invoka under this multimodal fransport departator is entitled in invoka under this multimodal fransport operator and from a servier or agent of any of other persons the contribution of the persons of the persons of the defended of the persons of the person of the persons of the persons of the persons of the persons o
- spent or any other person of whose services he makes use offer the performance odal transport contract shall not exceed the limits of liability provided or in this multimodal transport document

or in the multimode transport document,

14. Liability for delay:

The lability for delay in the multimodel transport operator to lose resulting from delay in delive as ser conclosed 10 above the finished for an amount or whelen to the finisher papable in the goods delayed but not acceeding the total freight payable under the multimod transport controlled.

- Lose of the ingent or immit section;

  (ii) The limits of blashing setablished in conditions (1.1.2 and 1.4 above shall not apply if the proved that the lose, damage or datary in deliver, resclined from an act or creation of the multimode transport operator (or his servants or against or any other person of whose services the makes use for the puriformance of multimodal transport contract, Jose with the inventor to causar solviness damage or delay would probably send the services when the services that the services that the services the makes to be serviced to the services of the serv
- anding the provisions 13 (2) above, if it is proved that the loss, d delay in delivery resulted from and act or official of a servant or apend (or any person of whose services the multimodal transport operator makes use for the sectormance of the multimodal transport contract.) done with the injunt to eause serport and the professional services and the services of the

- 16. Delivery / non-delivery : [1] If the goods are not taken delivery of by the consignee within a reasonable time after the multimodal transport cleanator has called upon him to take delivery, the multimodal transport shall be at liberry to put the goods in sale castody on behalf of the consignee at the consignee is the decimal of the consignee at the consignee in accordance with the multimodal transport contract or with the law or with the usage of the particular trade applicable at the place of delivery.
  - menery. The malfirmodal intersport operator shall be discharged from his obligation to de-fier goods if, where a negotiable multimodal transport document has been issued in a set of more than one original, he or a person acting on his behalf has in good faith delivered the goods against surender at one of such originals.

### 17. Notice of loss, damage or delay :

- (1) Unless notice of loss or damage, specifying the general nature of such loss or damage is given in writing by the consigner to the multimodal transport operator at the time of latting over the goods such handling over is prime facile evidence of the delivery by multimodal transport operator of the goods as described in the iai transport document
- multimodal transport document.

  (2) Where the loss or damage is not apparent, the provisions of condition (1) referred to above apply correspondingly if notice in writing is not given within dis consecutive days after the days when the goods were handed over to the consignee.

  (3) It the state of this goods at the time they were handed over to the consignee has been the subject of a point survey or inspection by the parties or their representative at the place of delivery, notice in writing need not be given of loss or damage ascertained during such survey or inspection.

  (4) In the case of any actual or apprehended loss or damage me multimodal transport operator and the consignment shall give all responsible facilities to each other for specifing and stalling the goods.

  (5) If any of the notice periods provided for in condition (2) and (4) referred to above
- (5) If any of the notice periods provided for in condition (2) and (4) referred to above terminates on a public holiday at the place of delivery, such periods shall be ex-
- tended up to the ned working day.

  (8) Notice given to a person acting or behalf of the multimodal transport or including any person of whose eavines he makes use at the place of delive be deemed to have given to the multimodal transport operator.

### 18. Freight and charges :

- (1) Freight shall be deemed earned on receipt of goods by multimodal transport opera-tor and shall be paid for, in any event.

  (2) For the purpose of verifying the freight basis, the multimodal transport operator reserves the right to have the contents of the containers, retains or similar articles of transport inspected in order to ascertain the weight, measurement, value or elure of the goods.
- (3) All dues, taxes and charges leved on the good and other expenses in connection the properties of the poid by the consignor of the consigner or the holder of MTD or the owner of the goods.

- (1) Goods may be slowed by the multimodal transport operator by means of contain-
- Goods may be stowed by the multimodal transport operator by means of content-ers, failars, ransportable faints, fats pallers or similar articles of temport used to consolidate goods and these articles of temport may be slowed under or or debt. If a container has not been filling basked or stowed by the multimodal transport operator. The multimodal transport operator stuff not be liable for any loss of or damage in, its contients and the consignor shall cover entry loss of beganner incurred by the multimodal transport operator, if such loss, damage or expenses have been request the:

- couved by "-(a) nedigent filling, packing or stowing of the container; (b) the containers being unavitable for carriage in contenent; or (c) the unautability or delective condition of the container unless the conhas been supplied by the multimodal transport operator and the unsuitable of defective condition would not have been apparent upon reasonable inspec tion at or prior to the time when the container was hilled, packed and stowed
- ions of this condition also apply with respect to trailers, transportable is flats and pallets, which have not been filled, packed or slowed by the
- multimodal transport operator does not accept liability for the functioning to reside equipment or trailer supplied by the consignor.

  (8) It by order of the authorised of any place, the goods have to be unquicked from their containers to be indepected, the multimodal transport nearator shall not be setate for the loss or dismage incurred during the unpocking impaction or resident The multimodal transport operator shall be untilled to recover the cost of unsucciand inspection and repacking from the consignor/consigner

### ndrance etc. affecting performance :

The multimodal transport operator shall use reasonable endeavours to come transport and to deliver the goods at the place designated for delivery.

The multimodel transport operator shall have a lien on the goods for any amount due under this multimodal controct and for the costs of recovering the same and may enforce such lien in any rescondale manner.

## 22. Limitation of action :

Any action missing to multimodal transport under these condition shall be time barred. If sudicial proceedings have not been instituted within a period of nine months after (1) the date of solvery of the goods, so (2) the date with the goods should have been delivered, or (3) the date on and from which the party antified to receive has the right to treat the

goods as lost

## 23. Juriadiction

- In judicini proceedings reliating to the comract for multithese condition the plaintiff, at his option, may institute an action in a court v according to the law of the country where the court is situated is competent and within the jurisdiction of which is squated one of the following Places
- the principal place of business or, in the absence thereof, the habitual residence of
- the principal place of business of, it the observed transity, the habitual resource of the definition of the definition of the definition of the place where the multimodal transport contract was made, provided that the definition than there a place of business branch or agency at such place, or the place of the place of other place of the place of delivery thereof, or any other place is selectful that the place of delivery thereof, or
- any other place specified for that purpose in the multi-evidenced in the multimodel transport document.

24. General average
The consignor or consigner, the holder of the Multimodal Transport Docum The consignor or consignee, the holder of the Mullsmodal Transport Document the celever and the sevent of the goods shall indentify Mullsmodal Transport Operator espect of any claims of the general average nature which may be made on him as shall provide auch security as may be registed by the Mullsmodal Transport Operator.

## Arbitration

continue widenced hereby or contained herein shall be governed by and contained widenced hereby or contained herein shall be governed by and contained right to inclain laws. Any difference of spinion or dispute the number can be settled by reform in India or a place mutually agreed with each party appointing an arbitrato

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100: NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 9: **Freight Forwarder Compensation** 

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Carrier may pay compensation as negotiated in the individual NRA on the applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, but excluding all other charges, except as provided below, subject to the following conditions and exceptions.

A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.

- B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services:
- 1) The coordination of the movement of the cargo to shipside
- 2) The preparation and processing of the ocean Bill of Lading
- 3) The preparation and processing of dock receipts or delivery orders
- 4) The preparation and processing of consular documents or export declarations
- 5) The payment of the ocean freight charges on the cargo
- C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.
- D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.
- E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.
- F. No compensation shall be paid to anyone at port or ports of destination.
- G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRAs and charges applicable under this tariff, subject to the above conditions and exceptions.
- H. Freight Forwarder Compensation shall be as specified in individual NRAs, if any.

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# Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100: NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Surcharges, Assessorial and Arbitraries

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's and shall be for the account of the cargo.

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# Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100: NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

**Minimum Quantity Rates** 

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Not applicable.

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# Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100:

Amendment No.: O

NRA RULES TARIFF NO. 100 - Between (US and World)

**Ad Valorem Rates** 

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

A. The liability of the Carrier as to the value of shipments at the NRAs herein provided shall be determined in

accordance with the clauses of the Carrier's regular Bill of Lading form attached in rule 8.

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

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

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 13: Transshipment

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Not Applicable.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 14: Co-Loading in Foreign Commerce

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

- (2) Carrier enters into carrier-to-carrier relationships for co-loading of cargo with the following NVOCCs from time to time:
- (3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
- (4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.
- (5) Carrier as part of the NRA process shall annotate in a clear and legible manner on each bill of lading where the identity of any other NVOCC may be located in its Rules Tariff to which the shipment has been tendered for coloading.
- (6) Co-loading rates. If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O
Rule 15: Open Rates in Foreign Commerce

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Not Applicable.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 16: Hazardous Cargo

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or

under cover, shall be charged the Dangerous or Hazardous Cargo, NRA; except where a specific NRA is provided for in this tariff.

- B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.
- C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, WIV, OAE, England as listed below:
- 1 Explosives
- 2 Gasses; Compressed, liquefied or dissolved under pressure; Inflammable Liquids; Inflammable Solids
- 5 Oxidizing Substances and organic peroxide
- 4 Poison and infectious substance
- 5 Radioactive substance
- 6 Corrosives
- 7 Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)
- 8 Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. 600, ICC No. B.O.E. 600, FMC F No. 2B

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 17: Free Time and Demurrage

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in their tariffs or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading will be for the account of the cargo without in any way affecting the liability of the carrier for the condition of cargo.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 18: Returned Cargo in Foreign Commerce

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Not Applicable.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 19: Shippers Requests in Foreign Commerce

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 20: Overcharge Claims

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

## A. Bill of Lading Commodity Description

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

### B. Overcharges

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

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

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

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O
Rule 21: Use of Carrier Equipment

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 22: Automobile Rates in Domestic Offshore Commerce

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Not Applicable.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 23: Carrier Terminal Rules and Charges

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Rule 23-01: Destination Terminal Handling Charges (DTHC)

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

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025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

## A. Bonding of NVOCC

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

### 2. Bond No. 1100599

3. Issued By: Lexon Insurance Company

10002 Shelbyville Louisville, KY 40223

## B. Agent for Service of Process

- 1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable; Carrier is domiciled in the U.S. (See Title Page and/or Tariff Record).
- 2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
- 3. Service of administrative process, other hand subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

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

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

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 26:

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Reserved for future use.

CONSOLIDATED SHIPPING AGENCIES LTD. NRA RULES TARIFF NO. 100 - Between (US and World) 025177-100:

Amendment No.: O **Loyalty Contracts in Foreign Commerce** 

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Not Applicable.

**Rule 27:** 

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# Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100: NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O Definitions

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

**CARRIER** - means CONSOLIDATED SHIPPING

AGENCIES LTD.

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

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

- a) At Origin The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.
- b) At Destination The location designated by the carrier for the delivery of containerized cargo to be unpacked from said

**CONTAINER LOAD - (CL) - Means all cargo tendered to carrier in shipper-loaded containers.** 

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

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

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

ESSENTIAL TERMS - a concise statement made available to the public, contemporaneously with filing of each NVOCC Service Arrangement ("NSA") in tariff format the origin, destination, commodity, minimum volume commitment and duration of the NSA.

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

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

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

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

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

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

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

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

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

NEGOTIATED RATE ARRANGEMENT (NRA) - means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

**NESTED** - means that three or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one third of its height.

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

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

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

**PUBLISHING CARRIER** - means CONSOLIDATED SHIPPING AGENCIES LTD. a Non-Vessel Operating Common Carrier

(NVOCC) licensed by the U.S. Federal Maritime Commission under FMC Organization No. 025177.

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

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

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

**UNPACKING** - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

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# Tariff Rule Information

025177-100: CONSOLIDATED SHIPPING AGENCIES LTD.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

## **EXPLANATION OF ABBREVIATIONS**

Ad Val Ad Valorem
AI All Inclusive

BF Board Foot or Board Feet B/L Bill of Lading

BAF Bunker Adjustment Factor
BM Board Measurement
C Change in tariff Item
CAF Currency Adjustment Factor

CBM, CM or M3
CC Cubic Meter
CC Cubic Centimeter
CFS Container Freight Station
CFT Cubic Foot or Cubic Feet

CLD Chilled
CM Centimeter
CU Cubic
CWT Cubic Weight
CY Container Yard

D Door

DDC Destination Delivery Charge

E Expiration
ET Essential Terms
Etc Et Cetera
FAK Freight All Kinds
FAS Free Alongside Ship

FB Flat Bed

FCL Full Container Load FEU Forty Foot Equivalent Unit

FI Free In
FIO Free In and Out
FIOS Free In, Out and

FIOS Free In, Out and Stowed FO Free Out FOB Free On Board

FMC Federal Maritime Commission

FR Flat Rack
Ft Feet or Foot
GOH Garment on Hanger

H House HAZ Hazardous

I New or Initial Tariff Matter

K/D Knocked Down KDF Knocked Down Flat Kilos Kilograms K/T Kilo Ton

LCL or LTL Less than Container Load

LS Lumpsum Long Ton (2240 Lbs) L/T

M Measure Max Maximum

MBF or MBM 1,000 Feet Board Measure

Minimum Min MM Millimeter

Minimum Qty Commitment MQC

Not Applicable N/A

NRA Negotiated Rate Arrangements NSA **NVO Service Arrangements** 

NHZ Non-Hazardous

NOS Not otherwise specified

OT Open Top Р Pier

Pkg Package or Packages **PRC** People's Republic of China **PRVI** Puerto Rico Virgin Islands

R Reduction

Reefer / Refrigerated RE R/T Revenue Ton Rail Yard RY

SL&C Shipper's Load and Count Sq. Ft Square Foot or Square Feet Short Ton (2000 lbs.) S/T

Set Up SU or S/U

Twenty Foot Equivalent Unit TEU THC Terminal Handling Charge TRC Terminal Receiving Charge USA United States of America USD United States Dollars

VEN Ventilated VIZ Namely VOL Volume W Weight

W/M Weight/Measure

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# Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100: NRA RULES TARIFF NO. 100

Amendment No.: O **Rule 30: Access to Tariff Information** 

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

This tariff is published on the Internet web site of CONSOLIDATED SHIPPING AGENCIES LTD. at www.conshipusa.com . Please refer to the tariff title page or profile for additional contact information.

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# Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100: NRA RULES TARIFF NO. 100

Amendment No.: O Rule 31-200: Reserved for Future Use

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Rules 31-200 reserved for future use. RETURN TO TABLE OF CONTENT

# Tariff Rule Information

CONSOLIDATED SHIPPING AGENCIES LTD. 025177-100:

NRA RULES TARIFF NO. 100 Amendment No.: O

NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET) Rule 201:

Effective: 16SEP2014 Thru: NONE Expires: NONE Publish: 16SEP2014

Pursuant to 46 CFR  $\S$  531.9 (a), Carrier hereby give public notice in tariff format the following essential terms of each NSA it has entered into with shippers as on file at the Federal Maritime Commission:

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

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