### Rule 1 Scope

effective date = 21Aug2019

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

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

1. GROUP: USA AND DOMESTIC COUNTRIES include:

America Samoa Puerto Rico

Guam United States

Johnston Atoll US Virgin Islands

Midway Islands Wake Island

Northern Mariana Islands

- a) GROUP: US BASE PORTS includes (See Note):
  - 1) GROUP: ATLANTIC BASE PORTS includes:

Baltimore, MD Boston, MA

Charleston, SC Miami, FL

New York, NY Norfolk, VA

Savannah, GA Wilmington, NC

Jacksonville, FL

2) GROUP: GULF BASE PORTS includes:

Galveston, TX Houston, TX

Mobile, AL New Orleans, LA

Tampa, FL

## 3) GROUP: PACIFIC BASE PORTS includes:

Long Beach, CA Los Angeles, CA

Oakland, CA Portland, OR

San Francisco, CA Seattle, WA

Tacoma, WA San Diego, CA

## b) GROUP: DOMESTIC BASE PORTS includes:

Pago Pago, AQ Rota, CQ

Guam, GQ San Juan, RQ

Johnston Atoll, JQ Saint Croix, VQ

Midway Island, MQ Wake Island, WQ

St. Thomas, USVI Saipan, MP

NOTE: Base Port Groups also apply as interchange ports.

## B. AND ALL PORTS/POINTS OF CALL in the following countries

To/From Which Rates Apply:

### 1. GROUP: EUROPE COUNTRIES includes;

Austria Hungary

Belgium Liechtenstein

Czech Republic Luxembourg

France Netherlands

Germany Switzerland

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

Antwerp, BE Hamburg, GM

Bremen, GM Rotterdam, NL

Bremerhaven, GM

b) GROUP: FRENCH ATLANTIC BASE PORTS includes;

LeHavre, FR Dunkirk, FR

Sete, FR Rouen, FR

Montoir De Bretagre, FR

2. GROUP: UK COUNTRIES includes;

Guernsey Man, Isle of

Ireland United kingdom

Jersey

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

Felixstowe, UK London, UK

Liverpool, UK Manchester, UK

Thamesport, UK Tilbury, UK

3. GROUP: SCANDINAVIA COUNTRIES includes;

Denmark Jan Mayen

Faroe Islands Norway

Finland Svalbard

Greenland Sweden

Iceland

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

Aarhus, DA Thule, GL

Gothenburg, SW Trondheim, NO

Helsinki, FI Vaag, FO

Reykjavik, IC

## 4. GROUP: BALTIC COUNTRIES includes;

Poland Belarus

Estonia Latvia

Lithuania Russia

# a) GROUP: BALTIC BASE PORTS includes; (See Note)

Gdansk, PL Leningrad, RU

Gdynia, PL

## 5. GROUP: MED COUNTRIES includes;

Albania Malta

Algeria Monaco

Andorra Morocco

Cyprus Portugal

Gaza Strip San Marino

Gibraltar Spain

Greece Syria

Israel Tunisia

Italy Vatican City

Lebanon Bosnia & Herzegovina

Libya Croatia

Macedonia Montenegro

Slovenia Yugoslovaia, Federal Republic

Serbia Kosovo

# a) GROUP: MED BASE PORTS includes; (See Note)

Bar, YO Monaco, MN

Beirut, LE Oran, AG

Bilbao, SP Piraeus, GR

Durazzo, AL Tangier, MO

Gibraltar, GI Tripoli, LV

Haifa, IS Tunis, TS

Latakia, SY Valetta, MT

Leghorn, IT Barcelona, SP

Genoa, IT Valencia, SP

Algeciras, SP Leixoes, PT

Lisbon, PT

# b) GROUP: MED FRANCE PORTS includes; (See Note)

Fos Sur Mer, FR

### 6. GROUP: BLACK SEA COUNTRIES includes;

Bulgaria Turkey

Romania Ukraine

Russia Georgia

## a) GROUP: BLACK SEA BASE PORTS includes; (See Note)

Braila, RO Lom, BU

Istanbul, TR Odessa, UR

Mersin, TR Izmir, TR

## 7. GROUP: MID-EAST COUNTRIES includes;

Bahrain Oman

Egypt Qatar

Iran Saudi Arabia

Iraq United Arab Emirates

Jordan Yemen

Kuwait West Bank

# a) GROUP: MID EAST BASE PORTS includes; (See Note)

Abu Dhabi, TC Damman, SA

Alexandria, EG Doha, QA

Aqaba, JO Hodeidah, YM

Baghdad, IZ Kuwait, KU

Bahrain, BA Muscat, MU

Bandar Abbas Port Said, EG

Damietta, EG Jebel Ali, AE

Dubai, AE

# 8. GROUP: INDIA SUB-CONTINENT COUNTRIES includes;

Afghanistan Maldives

Bangladesh Nepal

Burma Pakistan

India Sri Lanka

### a) GROUP: INDIA SUB-CONTINENT BASE PORTS includes;

(See Note)

Bombay (Mumbai), IN Colombo, CE

Chittagong, BG Rangoon, BM

Pasni, PK Karachi, PK

Port Qasim, PK Nhava Sheva, IN

Kolkata, IN Cochin, IN

Tuticorin, IN Dhaka, BD

#### Mundra, IN

# 9. GROUP: SE ASIA COUNTRIES includes;

Cambodia Thailand

Laos Vietnam

Malaysia

## a) GROUP: SE ASIA BASE PORTS includes; (See Note)

Bangkok, TH Hanoi, VM

Cheko, CB Kelang, MY

Ho Chi Minh, VN Haiphong, VN

Tan Cang, VN Phnom Penh, KH

Sihanoukville, KH Laem Chabang, TH

Penang, MY Johore Bahru, MY

Tanjung Pelepas, MY Cebu, PH

Surabaya, ID Semarang, ID

Pasir Gudang-Johor, MY

## 10. GROUP: FAR EAST COUNTRIES includes;

Hong Kong Singapore

Indonesia Taiwan

Japan Philippines

Korea

## a) GROUP: FAR EAST BASE PORTS includes; (See Note)

Busan, KS Manila, RP

Djakarta, ID Keelung, TW

Hong Kong, HK Kobe, JA

Gensan, HK Inchon, KR

Kwangyang, KR Taichung, TW

Nagoya, JP Tao Yuan, TW

Taipei, TW

b) GROUP: JAPAN BASE PORTS includes; (See Note)

Kobe, JA Osaka, JA

Tokyo, JA Yokohama, JA

Nagoya, JA

c) GROUP: TAIWAN BASE PORTS includes; (See Note)

Kaohsing, TW Keelung, TW

Taichung, TW Tao Yuan, TW

Taipei, TW

11. GROUP: CHINA and OTHER ASIA COUNTRIES includes;

China Mongolia

Macau Paracel Islands

a) GROUP: ASIA BASE PORTS NOS includes; (See Note)

Macao, CH Macau, MC

b) GROUP: CHINA PORTS NOS includes; (See Note)

Chiwan, CH Yantian, CH

Shekou, CH Dachan, CH

Nansha, CH Guangzhou, CH

Huangpu, CH Zhongshan, CH

Zhuhai, CH Shunde, CH

Foshan, CH Shantou (In GD), CH

Xiamen, CH Fuzhou (In FJ), CH

Ningbo (In ZJ), CH Shanghai, SH, CH

Nanjing (In JS), CH Qingdao, CH

Yantai (In SD), CH Xingang (In TJ), CH

Dalian (in LN), CH Rongqi, CH

Yangzhou, CH

### 12. GROUP: SOUTH PACIFIC COUNTRIES includes;

Ashmore and Cartier New Caledonia

Islands Palmyra Atoll

Australia Niue

Baker Island Spratly Islands

Brunei Norfolk Island

Christmas Island Papua New Guinea

Cocos (Keelung) Islands Tokelau

Cook Island Pitcairn Islands

Coral Sea Islands Tromelin Island

Federated States of Solomon Islands

Micronesia Tonga

Fiji Trust Territory of

French Polynesia the Pacific

Kiribati Tuvalu

Marshall Islands Vanuatu

Nauru Western Samoa

New Zealand Wallis and Futuna

Heard Island and Howland Island

Mcdonald Island Jarvis Island

Kingman Reef

## a) GROUP: SOUTH PACIFIC BASE PORTS includes;

(See Note)

Auckland, NZ Papeete, FP

Auki, BP Port Moresby, PP

Brunei Town, BX Port Vila, NH

Ebeve, RM Rarotonga, CW

Saipan, PS Haapia, TN

Suva, FJ Nauru Island, NR

Sydney, AS Niue Island, NE

Tarawa, KR Noumea, NC

Tuvalu, TV

b) GROUP: AUSTRALIA BASE PORTS includes;

Adelaide, AS Melbourne, AS

Fremantle, AS Sydney, AS

c) GROUP: NEW ZEALAND BASE PORTS includes;

Auckland, NZ

13. GROUP: AFRICA COUNTRIES includes;

Angola Madagascar

Bassas Da India Malawi

Benin Mali

Botswana Mauritania

Burkina Mauritius

Burundi Mayotte

Cameroon Morocco

Cape Verde Mozambique

Central African Republic Namibia

Chad Niger

Comoros Nigeria

Congo Reunion

Djibouti Rwanda

Equatorial Guinea Sao Tome and Principe

Ethiopia Senegal

Europa Island Seychelles

Gabon Sierra Leone

Gambia, The Somalia

Ghana South Africa

Glorioso Islands Sudan

Guinea Swaziland

Guinea-Bissau Tanzania, United

Ivory Coast Rep. of

Juan De Nova Island Togo

Kenya Uganda

Lesotho Western Sahara

Liberia Zaire

Zambia Zimbabwe

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

Abidjan, IV Luba, EK

Assab, ET Mahe, SE

Banjul, GA Maputo, MZ

Berbera, SO Matadi, CG

Bissau, PU Mombasa, KE

Casablanca, MO Monrovia, LI

Conakry, GV Moroni, CN

Cotonou, BN Nouakchott, MR

Dakar, SG Pointe Des Galets, RE

Dar Es Salaam, SG Pointe Noire, CF

Djibouti, DJ Port Gentil, GM

Douala, CM Port Louis, MP

Durban, SF Port Sudan, SU

Freetown, SL Praia, CV

Jinja, UG Principe, TP

Lagos, NI Tamatave, MA

Lome, TO Tema, GH

Luanda, AO Walvis Bay, WA

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

Dakar, SG Pointe Des Galets, RE

Dar Es Salaam, SG Port Louis, MP

Mahe, SE Tamatave, MA

Mombasa, KE Tanga, TZ

Zanzibar, TZ

14. GROUP: SOUTH AMERICA COUNTRIES includes;

Argentina Falkland Islands

Belize French Guiana

Bolivia Guyana

Brazil Paraguay

Chile Peru

Colombia Suriname

Ecuador Uruguay

Venezuela

a) GROUP: SOUTH AMERICA BASE PORTS includes;

(See Note)

Albina, NS Lima, PE

Antofagasta, Cl Montevideo, UY

Belize City, BH Puerto Cabello, VE

Buenos Aires, AR Santos, BR

Cayenne, FG Tolu, CO

Georgetown, GY Villeta, PA

Guaqui, BL Fortaleza, BR

Guayaquil, EC Cartgena, CO

Degrad-des-Cannes, FG Turbo, CO

Belem, BR Santa Marta, CO

La Guaira, VE

### 15. GROUP: CENTRAL AMERICA COUNTRIES includes;

Costa Rica Mexico

El Salvador Nicaragua

Guatemala Panama

Honduras

## a) GROUP: CENTRAL AMERICA BASE PORTS includes;

(See Note)

Colon, PM San Salvador, ES

Managua, NU Santo Tomas, GT

Puerto Cortes, HO Veracruz, MX

Puerto Limon, CS Manzanillo, PM

Almirante, PM

# 16. GROUP: CARIBBEAN COUNTRIES includes;

Anguilla Guadeloupe

Antigua and Barbuda Haiti

Aruba Jamaica

Bahamas, The Martinique

Barbados Montserrat

Bermuda Navassa Island

British Virgin Islands Netherlands Antilles

Cayman Islands St Kitts and Nevis

Cuba St Lucia

Dominica St Vincent and the

Dominican Republic Grenadines

Grenada Trinidad and Tobago

Turks and Caicos Islands

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

Antigua, AC Pointe a Pitre, GP

Basseterre, SC Port au Prince, HA

Bridgetown, BB Port Castries, TD

Fort De France, MB Port of Spain, TD

Freeport, BF Roseau, DO

Georgetown, CJ Saint Georges, GJ

Hamilton, BD Salt Cay, TK

Kingston, JM Santa Clara, CU

Kingstown, VC Santo Domingo, DR

Plymouth, MH The Road, AV

Saint Maarten, NE Tortola, VI

Rio Haina, DR

### 17. GROUP: FOREIGN COUNTRIES NOS includes;

Antarctica French Southern and Antarctic

Canada St Pierre and Miquelon

Clipperton Island South Georgia and the South SA

a) GROUP: FOREIGN BASE PORTS NOS includes; (See Note)
 Montreal, CA St Pierre, SB

NOTE: Base Port Groups also apply as interchange ports.

Rule 1-A Intermodal Transportation/Substituted Service

effective date = 15Aug2018

#### INTERMODAL TRANSPORTATION/THROUGH RATES

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

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

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

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

SUBSTITUTED SERVICE (ALTERNATE PORT SERVICE)

This provision shall govern the transfer of cargo by

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

Rule 1-B US/Domestic Inland Charge Application

effective date = 15Aug2018

Unless otherwise specified on individual Tariff Rate Items, a charge applicable to the inland carriage of cargo in US/
Domestic countries may apply as follows:

USD 10,000.00

Rule 1-C Foreign Inland Charge Application

effective date = 15Aug2018

Unless otherwise specified on individual Tariff Rate Items, a charge applicable to the inland carriage of cargo in foreign countries may apply as follows:

USD 10,000.00

Rule 1-D Multi Stop Surcharge

effective date = 10Jul2019

Multi Stop Surcharge in Austria for door pick up

Description: MWL would charge US\$125 over and above the trucking cost in an event where a truck stops at the two stuffing point of Altenmarkt and Anif in a single trip.

Rule 2 Application of Rates and Charges

effective date = 15Aug2018

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

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

All freight rates and other charges shall be based on the

actual gross weight and/or overall measurement of each piece or package, except as otherwise provided.

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

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

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

Alternatively, at shipper's request, carrier will arrange

for inland transportation as shipper's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.

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

Customs.

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

- 6. Unless otherwise specified, when the rates in this Tariff are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
- 7. The rates shown in this Tariff except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

All inclusive rates referenced by the term "All Inclusive" shall NOT be subject to CAF, BAF and TRC.

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

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

Rule 2-A Advance Charge Collection Fee

effective date = 15Aug2018

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

Rule 2-B Cargo Service Fee

effective date = 15Aug2018

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

container utilization to the destination.

Rule 2-C Bill of Lading Charge (Documentation Fee)

effective date = 15Aug2018

A Bill of Lading Charge will Apply as Follows:

Unless otherwise mentioned:

B/L Charge LTL \$ 50.00 per B/L

FCL \$100.00 per B/L

For the purpose of this rule, the term "Bill of Lading" shall also refer to "Waybill of Lading."

Documentation Fee has to be shown on the Bills of Lading for all origins.

For re-issuance, including re-printing, of Bills of Lading due to Shipper's mistake and/or shipper's request, a full documentation fee will be assessed each time.

- (A) When Bills of Lading are being issued in a location not covered by this tariff scope, and/or at destinations within this tariff scope, Carrier is obligated to bill and collect a US\$10.00 per bill of lading charge prior to issuance of bills of lading.
- (B) When the original Bill of Lading is issued in a

location outside the origin of the cargo, the applicable

Documentation Fee shall be the issuing origin's

Documentation Fee as Described below in this rule.

(C) For Bills of Lading issued at an origin of cargo, if the carrier is asked to re-issue the Bill of Lading at an origin outside the origin of cargo, the shipper will be required to pay the appropriate Documentation Fee from the origin where the bills of lading are re-issued.

Documentation Fee must be prepaid prior to issuance of Bills of Lading. (Exception: Documentation Fee can be paid on collect basis if and only if carrier receives a written confirmation from the consignee agreeable to pay the fee prior to issuance of Bill of Lading).

Except as otherwise provided all cargo originating in the following countries will be subject to a Documentation Fee as shown below.

B/L issuing Per bill of lading:

Location:

Austria: 50 EUR (fax or printed release)

Austria: 25 EUR (electronic/e-commerce)

Belgium: 50 Euros (fax or printed release)

Belgium: 20 Euros (electronic/e-commerce release)

Denmark: 450 DKK

Finland: 72 EUR

France: 65 Euros (fax or printed release)

France: 30 Euros (electronic/e-commerce release)

Ireland: 65 EUR

Italy: 50 EUR (fax or printed release)

Italy: 28 EUR (electronic/e-commerce release/

/web)

Netherlands: 50 Euros (fax or printed release)

Netherlands: 20 Euros (electronic/e-commerce release)

Norway: 595 NOK

Poland: 40 EUR

Portugal: 45 EUR

Spain - Bilbao 65 EUR

Spain - Vigo 55 EUR

Spain - Canaries

(Las Palmas) 45 EUR

Spain - Barcelona,

Valencia

& Algeciras 55 EUR

Sweden: 645 SEK

Switzerland (1) 60 CHF

**United Kingdom** 

(incl. Belfast): 30 GBP

(1) Documentation Fee Switzerland applies to the Master B/L as well as every House B/L

Rule 2-D US Destination Documentation Fee

From all countries to the USA, when reference made hereto, a Documentation fee of \$100.00 / BOL applies on FCL shipments and \$50.00 / BOL applies on LCL shipments.

Rule 2-E Seal/Re-Sealing Charge

effective date = 15Aug2018

The term "HIGH SECURITY SEAL AND SEAL/RE-SEALING CHARGE" filed in the rate tariffs will have the same meaning as "SEAL/RE-SEALING CHARGE".

- 1. Shipper shall be responsible for supplying and affixing high security container seals on all Shipper-packed containers tendered for transportation to Carrier.

  Shipper shall be responsible to meet or exceed applicable international, national and industry standards for such seals, including standards for electronic or machine-readable seals, if applicable. Such standards shall include, but not be limited to, standards and requirements imposed by the ISO, including current PAS ISO 17712 standards for high-security seals, the statutes and regulations of the United States and other governments, and any requirements imposed by applicable port authorities.
- 2. In the event Shipper tenders to Carrier a container that

is not properly sealed as required by this rule, Carrier may, at its sole option, 1) reject the container, 2)affix a seal to the container, or 3) take such other measures as Carrier deems proper and prudent under the circumstances. Shipper shall indemnify and defend the Carrier in respect to all costs, penalties and damages resulting from its tender of unsealed or improperly sealed containers.

- 3. In the event Carrier elects to place a seal on Shipper's container, Carrier does not undertake to inspect or weigh the cargo and no representation or confirmation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods. The Carrier shall be under no responsibility whatsoever in respect of such description or particulars furnished or made by or on behalf of the Shipper.
- 4. In the event the Carrier elects to place a seal on a container, Carrier may allow to recover the costs from the Shipper in addition to penalties and damages, if any, recovered pursuant to paragraph 2 hereof, and shall be paid on a collect basis at destination.
- 5. Carrier's election to place a seal on a container shall be prima facie evidence that the container was received in an unsealed condition from the Shipper.

6. Unless otherwise specifically indicated in a particular rate item and/or individual service contract, for all export shipment from the place of cargo receipt listed below that Carrier is to supply the seal to Shipper at the time of releasing empty equipment and/or any subsequent re-sealing of container, the following Seal/Re-Sealing Charge will be assessed prior to release of Bill of Lading. [See Note]

Place of Cargo Receipt Charge Per Seal

-----

China (PRC) CNY 40.00

Hong Kong, HK and Macau, MO HK\$ 40.00

Taiwan NTD 100.00

Vietnam US\$ 5.00

Indonesia IDR 100,000

Cambodia US\$ 3.00 [Note 1]

Philippines PHP 150.00

Singapore SGD 10.00

Korea KRW 5000.00

Malaysia MYR 12.00

Myanmar MMK 3000.00

Thailand THB 120.00

Note 1: For cargo receipt at Cambodia, this charge does note have to manifested but is to be collected through local billing practices.

Rule 2-F Port Terminal Security Charge

effective date = 05Apr2019

PORT AND TERMINAL SECURITY CHARGE -

Locations in U.S.

The International Convention for Safety and Life as Sea (SOLAS) has established the International Ship and Port Facility Security Code (ISPS) regarding the improvement of vessel and port security against international terrorism.

This charge is associated with the Port and Terminal compliance with the ISPS Code. Unless otherwise specified, the Port and Terminal Security charge (PTSC) is applicable to all cargo moving to or from ports listed.

The charge shall be paid by the cargo interest before release of the container.

Port and Terminal Security charge applicable per port/terminals: USD 30 per container

Baltimore

**Boston** 

Charleston

Houston

Jacksonville

Miami

Mobile

**New Orleans** 

**New York** 

Norfolk

Philadelphia

Port Everglades

Savannah

Wilmington, DE

Freeport

Portland, ME

Tampa

Rule 2-G Electronic Data Interchange Fee

effective date = 15Aug2018

The term "Electronic Data Interchange (EDI) Fee" filed in the rate tariffs will have the same meaning as "Electronic Data Interchange Fee".

Unless otherwise specifically provided for, for shipment moving under Bill of Lading of origin(s) listed below, an Electronic Data Interchange (EDI) Fee in the following amount (Malaysian Ringgit) will be assessed. This fee does not have to be manifested but is to be collected through local billing practices.

Origin Per Bill of Lading

\_\_\_\_\_

Port Kelang, MY MYR 30.00

Kuantan, MY MYR 30.00

Penang, MY MYR 30.00

Rule 2-H Panama Canal Charge

effective date = 08Feb2024

A charge of US\$500 per container; US\$20.00/CBM/MT. For Unit Rated Cargo will be assessed by the carriers for all cargo (including contract, TVR and tariff cargo) moving via the Panama Canal. This charge is to be paid together with ocean freight.

Rule 2-I Suez Canal Charge

effective date = 08Feb2024

A charge of US\$200 per containers; US\$10/CBM/MT for unit rated cargo will be assessed for all cargo (including contract, TVR and tariff cargo) moving via the Suez Canal.

This charge is to be paid together with ocean freight.

Rule 2-J Alameda Corridor Charge

effective date = 08Feb2024

Unless otherwise specified, an Alameda Corridor Surcharge will be applied for all cargoes which move by rail to or from Long Beach and Los Angeles in the following amounts:

Per 20-foot container (20') - US\$100.00

Per 40-foot container (40' x 8'6") - US\$100.00

Per 40-foot container (40' x 9'6") - US\$100.00

Per 45-foot container (45') - US\$100.00

Rule 2-K Chassis Usage Fee at Destination

effective date = 15Aug2018

- 1. Effective Date (Effective Date): May 26, 2013.
- 2. On and after the Effective Date, this Rule (Rule) shall apply to the extent set forth (a) to all transportation services pursuant to this tariff, and (b) to all transportation services pursuant to any NSAs subject to this tariff.
- 3. Regardless of shipment origin or destination, this Rule shall have applicability in connection with any and all chassis usage in any one or more of the States of the United States-including any cross-border shipments.
  This Rule is not intended to apply to shipments to the extent they are carried in jurisdictions completely outside of the United States.
- 4. This Rule shall take precedence over, and shall apply notwithstanding, (a) any practice, usage of trade, or course of dealing, whether common to the industry in

general or between Carrier and Shipper in particular, that took place prior to the Effective Date, and/or (b) any conflicting tariff rule(s) that was published Prior to the Effective Date.

5. As of the Effective Date, the Carrier shall no longer provide chassis for use in connection with any of its transportation services. As an exception to the foregoing, Carrier shall make available for use chassis: (a) if so agreed in an individual NSA on file with the FMC, (b) in connection with live reefer shipments (but not for CY shipments of reefer cargo other than shipments of citrus to and/or from Miami, Florida), or (c) in connection with door shipments to and/or from Carriers ocean or inland terminals, under Carriers responsibility. As a further exception, and always subject to availability in the location in question, Carrier shall if reasonably requested in writing by Shipper exercise reasonable commercial effort to arrange for a chassis to be available for Shippers use, in which case Shipper shall be liable to pay a Chassis Management Fee of US\$300.00 for up to five (5) business days use of said chassis. An additional charge of \$85 per chassis per day will be applied for chassis usage in excess of five (5) business days. Whether or not a chassis is made available pursuant to such a request, the free time provisions that were applicable to the shipment in question prior to the request shall not be extended by reason of said request.

- 6. In the event any NSA shipment(s) that involve the use of chassis are for any reason required to be rerated under this tariff, the Chassis Management Fee set forth in section 5 of this Rule shall apply.
- 7. Shipper shall remain subject to per diem and free time provisions set forth elsewhere in this tariff for container and, if applicable, chassis use. If so provided in this tariff, following the expiration of the free time, different free time provisions and/or different per diem charges may apply to container versus chassis equipment.
- 8. In connection with merchant haulage of shipments-where Shipper hires a motor carrier to carry a shipment and/or equipment to and/or from Carriers ocean or inland terminal--Carrier shall be responsible for any flip or other transfer fees necessary to mount and/or dismount the container to and/or from the chassis equipment provided by the motor carrier.
- Nothing in this Rule shall apply to or otherwise modify the terms and conditions of Carriers interchange agreements with individual motor carriers.
- 10. Shipper shall at all times observe the applicable restrictions of this tariff and of the federal, state and local laws regarding safe over-the-road

transportation, including but not limited to the regulations of the U.S. Department of Transportation.

11. Shipments rated under a service that, on or before the Effective Date, would have by reason of the terms and conditions of such NSA been exempt from the application of the Chassis Management Fee, shall also be exempt from the application of this Rule, for the duration of such NSA, unless the same is amended to the contrary.

Rule 2-L US Customs Submission of Cargo Declaration (AMS Charge)

effective date = 23Sep2022

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

than the cutoff time for the Shippers Instructions established for the vessel as set forth in carriers published schedules or on the Carrier's website:

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

licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, published a valid and effective tariff, and posted the required financial security with the FMC.

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

  NVOCC with a Customs bond that tenders cargo that will be on
  board a vessel when it calls in the United States and
  provides the required cargo declaration data for that cargo
  directly to the Customs Service shall identify the Carrier
  as "Second Notify Party" in the data submitted to the

  Customs Service. Until such time as Carrier informs the

  NVOCC that the identification of Carrier as Second Notify

  Party permits the Carrier to ascertain which cargo may be
  loaded, the NVOCC shall be required to provide the

certification described in subparagraph B(3) below.

- 3. Certification; Advice of "Hold" Notices. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph B(2) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, prior to the specified manifest information cutoff time set forth in paragraph A of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo. In addition, all such NVOCCs shall advise Carrier immediately (but in no event later than the loading of the cargo) of any "hold" notice the NVOCC receives from the Customs Service.
- 4. NVOCC Co-Loading. For purposes of this subparagraph B(4), the term "Master NVOCC" shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name.

In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads and it shall comply with subparagraph B(2) and/or B(3) above. In

the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph B(3) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

- 5. In the event an NVOCC requests a booking of consolidated shipments in one or more containers, Carrier will require cargo declaration information as defined above for each of the individual shipments therein.
- 6. All NVOCCs shall be subject to Paragraphs C and D of this rule.
- C. Failure to Provide Information; Denial of Permission to Load Cargo.
- 1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for

- (i) the data required by paragraph A of this rule by the deadline specified therein; or
- (ii) the certification required by paragraph B of this rule by the deadline specified therein.
- 2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the nonprovision 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 redelivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.
- D. Indemnification of Carrier.

If Carrier is assessed a civil penalty or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, NVOCCs and their agent(s) that failed to

provide in a complete and accurate manner, the information required by, or otherwise comply with this rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty. In addition, such shipper, consignee, cargo owners or NVOCC's and their agents shall be jointly and severally liable to defend and to hold harmless Carrier from and against any and all claims, demands, actions, causes of actions, liabilities, costs and expenses (including reasonable Attorneys' fees) etc., caused by, arising out of or resulting from any failure to comply with this rule and/or the regulations of the U.S. Customs Service. Such indemnity shall include extraordinary amounts necessarily incurred for vessel operating expenses, including but not limited to, rehandling, transshipment charges etc. 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.

E. National Security 24 Hour Manifest Charge
US Customs Manifest Charge The term "National Security 24
Hour Manifest Charge" filed herein and/or in service
contracts will have the same meaning as "US Customs Manifest
Charge".

1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non-U.S. port, a National Security 24 Hour Manifest Charge shall be payable to Carrier for each bill of lading, including Master Bill of Lading, issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. The amount of the charge shall be:

USD 50.00 per bill of lading

2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be:

USD 60.00 per correction

3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo

declaration data directly to the U.S. Customs Service.

- 4. The National Security 24 Hour Manifest Charge and any amendment fees will appear on the bill of lading and can be prepaid or collect. Carrier has the right to hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.
- 5. The charge in paragraph 1 of this clause shall not apply to bills of lading for which shipper or its authorized agent provides the advance cargo declaration data to Carrier via an electronic or EDI method requiring no further reinput on the part of the carrier.

Rule 2-M Maritime Security Levy (MSL)

effective date = 15Aug2018

Unless otherwise specifically indicated in a particular rate item and/or in individual NSAs, the following Maritime Security Levy (MSL) will be assessed for all export shipment:

US\$ 20.00 per container

The above charges are applicable to both tariff and NSA cargo. It must be shown on the bill(s) of lading and paid at the same time and place as the base ocean freight. [See Note]

Note:

This charge is not applicable for cargo receipt at Taiwan.

Rule 2-N PierPass Fee (PPF)

effective date = 15Aug2018

Unless otherwise stated, all rates in this tariff for cargo entering or exiting the marine terminal gates by road in the ports of Los Angeles or Long Beach during Peak Hours (Monday through Friday, 3:00AM to 6:00PM) will be subject to a Traffic Mitigation Fee in the following amounts that will be assessed by PierPASS.

In the event that PierPASS assesses the fee to the carrier, the carrier will pass this fee on to the account of the cargo.

\$ 4.00 per CBM for LCL

Exceptions: The Traffic Mitigation fee will not be assessed for empty containers and chassis, domestic containers, transshipments to other ports or for intermodal containers departing or arriving via the Alameda Corridor for Import or Export where the Alameda fee has been assessed.

Rule 2-O Clean Truck Fee (CTF)

effective date = 23Apr2023

At carriers option, the merchant shall be responsible for all applicable tariff charges and for any additional costs incurred, such as but not limited to administrative fees assessed by vendors, special services, billing/invoicing to third parties, demurrage & detention per diem, re-routing, futile trips, customs clearance, documentation, and container cleaning. In absence of a carriers tariff charge covering a specific service (including disbursements to sub-contractors) provided by carrier, Merchant shall pay all the charges/costs incurred, plus an Administration Fee assessed by 10% of the charge amount, with a minimum of USD50 per invoice.

Rule 2-P Switch Bill of Lading Fee

effective date = 15Aug2018

At Shippers request, Carrier may perform a switch Bill of Lading service, provided that, if the final Bill of Lading issued also satisfies all governing rules and regulation for the shipment. When such services are performed for shipper, a Switch Bill of Lading Fee (SBL) shall be assessed as follows:

Service Performed At Currency Fee Per B/L

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Indonesia (Note 1) IDR 600,000.00

Note 1:

This fee applies on top of the existing Documentation

Fee (ODF) and is payable by the shipper prior to release

of Bills of Lading.

Rule 2-Q Bill of Lading Surrender Fee - Telex Release Fee

effective date = 15Aug2018

The term Bill of Lading Surrender Fee (ERB) filed in the rate tariffs And/or in NSAs will have the same meaning as Telex Release Fee (REL).

At the request of shipper, and to the extent of carrier is equipped to do so carrier may handle the transmission of cargo release instructions to the port of discharge or destination for a given shipment. This transaction may be via any means of communication. When such services are performed for shipper, a Bill of Lading Surrender Fee (ERB) shall be assessed as follows depending on the origin country in which the service is performed, regardless of the origin of the cargo shipment.

Service Performed At: Charge per B/L Set

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China (PRC) CNY 450.00

Hong Kong/Macau HK\$ 450.00

Indonesia IDR 600,000.00

Korea KRW 20,000.00

Malaysia MYR 80.00

Philippines US\$ 20.00

Singapore SGD 130.00

Taiwan

- For Taiwan Cargo (Local B/L) TWD 900.00 (see Note

4)

- For Non-Taiwan Cargo TWD 700.00 (see Note

4)

Thailand BAHT 1,200.00

Vietnam VND 300,000.00 (see Note

3)

This fee shall be prepaid at origin.

## Note 3:

The charge for Vietnam is inclusive of Foreign Contractor

Tax (FCT) [= Value Added Tax (VAT)]

# Note 4:

The charge for Taiwan is subject to Value Added Tax at five pct (5%).

For shipment within this scope requiring the above services provided at a place other than above countries and that the place is not located within the destination scope of herein - i.e. the continents of United States,

Puerto Rico and Virgin Islands, a BL Surrender Fee of US\$25 per B/L set to be prepaid at origin will be assessed.

# Rule 2-R Shipping Certificate - Origin TPEB

effective date = 15Aug2018

At Shippers request, Carrier may issue a customized certificate for all kinds of requested information including but not limited to vessel particular, vessel classification, shipment route, transshipment, container and/or shipment status; certified true copy of invoice and/or official receipt. The following certificate issuance fee shall be payable by Shipper at time of issuance:

Origin Charge Per Copy

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China (PRC)

a) Province of Guangdong

and Fujian CNY 500.00

b) All Other Provinces CNY 450.00

Hong Kong/Macau HKD 500.00

Indonesia IDR 150,000.00

Philippines PHP 200.00

Singapore SGD 20.00

Thailand THB 300.00

Vietnam VND 100,000.00 (Note 1)

#### Note 1:

The charge for Vietnam is inclusive of foreign contractor tax.

# Rule 2-S Container Cleaning Fee - Destination (CCD)

effective date = 15Aug2018

The term "Container Cleaning Fee" filed in the rate tariffs
Will have the same meaning as "Destination Container
Cleaning (CCD)".

To offset the cost incurred by lines to clean containers, the following charges shall be reflected on all bills of lading on a per container basis. These charges will be manifested and payable by merchant prior to the release of the delivery order at destination.

## Korea

======= 20' 40'-45'

Dry Containers KRW 20,000 40,000

Reefer Containers KRW 35,000 40,000

Special Equipment KRW 20,000 40,000

#### Indonesia

======= 20' 40'-45'

Jakarta (Tanjung priok) IDR 250,000.00 400,000.00

Surabaya IDR 250,000.00 400,000.00

Semarang IDR 150,000.00 300,000.00

Belawan (Medan) IDR 150,000.00 300,000.00

Palembang IDR 150,000.00 300,000.00

Panjang IDR 150,000.00 300,000.00

# Malaysia

======= 20' 40'-45'

MYR 20.00 30.00

## Singapore

======= 20' 40'-45'

Singapore SGD 25.00 50.00

# Thailand

======

Except as otherwise specified, the Cleaning Fee is applicable to shipment of

Currency 20' 40' 40H' 45'

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General Dry Cargo : USD 7.00 14.00 14.00 14.00

Refrigerated Cargo : USD 7.00 14.00 14.00 14.00

Carbon Black : USD 20.00 40.00 40.00 40.00

Hides : USD 20.00 40.00 40.00 40.00

Machine and Used

Machine : USD 20.00 40.00 40.00 40.00

Chemicals : USD 20.00 40.00 40.00 40.00

Feed Mill : USD 20.00 40.00 40.00 40.00

Scrap and Waste : USD 20.00 40.00 40.00 40.00

## **Exceptions:**

a. Korean Military and Government cargo is exempt from the container cleaning fee.

- b. Shipper owned equipment will not be subject to the container cleaning fee
- c. Hides and Skins containers to Korea.
- d. Container Cleaning Fee will not be subject to CAF.
- e. The carrier can invoice consignees the actual cost of cleaning containers that are returned in such condition as to warrant more than a light cleaning.
- f. Singapore Container Cleaning Fee shall not be required to be manifested and shall be impose when containers returning to Carrier's depot contains debris, fresh oil stains on panels or floorboard, leftover cargo residues, fresh adhesive stains/tapes and other debris/stains requiring cleaning. Carrier's depot shall assess this charge to returning haulers on the spot. Carrier can invoice consignees the actual cost of cleaning containers that are returned in such condition as to warrant more than a light cleaning.

Payment terms for the invoices will be net upon receipt.

Rule 2-T SOLAS / VGM - Verified Gross Mass

effective date = 15Aug2018

No container will be loaded onto a vessel until Carrier has received a verified gross mass (VGM) in accordance with the Safety of Life at Sea Convention. The VGM must be submitted prior to the VGM cut time, which will be communicated by Carrier.

VGMs may be submitted via shipping instruction or in a separate submission. VGMs will be accepted through our ebusiness portal, or through manual (email or fax) submission. All VGMs received via manual submission will be subject to the fees outlined below to account for the additional manual work required to process such submissions.

No. of containers per BL VGM Submission Fee

1 to 5 U\$20 per BL

6 to 10 U\$30 per BL

11 or over U\$40 per BL

Any terminal, ramp, or additional trucking costs associated with VGM compliance shall be for customers account.

Customers should be aware that if a container is received at a terminal or ramp without a VGM, terminal or ramp charges may apply even if it is received prior to the VGM cut off.

If a container cannot be loaded due to untimely submission of the VGM, all applicable tariff charges, including roll fees and terminal costs, shall apply.

When cargo is required to undergo fumigation at U.S. Ports or Points under U.S. Department of Agriculture regulations, such fumigation shall be at the risk and expense of the cargo, and all expenses paid by or billed through the carrier for performing the fumigation shall be charged to the cargo, unless otherwise specified in the tariff.

These expenses for fumigation shall be collected prior to release of cargo.

Rule 2-V Customs Advance Filing Fee - NSR (EUROPE)

effective date = 15Aug2018

II. EUROPEAN CUSTOMS SUBMISSION OF CARGO DECLARATION DATA

EFFECTIVE JANUARY 1, 2011

A. Submission of Cargo Declaration Data; Deadline for Same.

Pursuant to Customs regulations effective January 01, 2011,

Carrier is required to submit certain cargo declaration data

for all cargo on board a vessel that will call in the

European Union (i.e., EU import cargo into the EU,

transshipment in EU port for destination outside EU and

foreign destination cargo remaining on board the vessel) to

the EU Customs Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel in the NON EU port of loading.

In order to enable Carrier to comply with this requirement, any person tendering cargo to Carrier that is to be transported to the European Union or that will be on a vessel when that vessel calls Europe must submit the following information regarding such cargo to Carrier in writing (including by electronic transmission) not later than the cutoff time for the Shippers Instructions established for the vessel as set forth in carriers published schedules or on the Carrier's website:

- Shipper complete name and address, or the identification number issued to the shipper by the Customs Service
- 2. Complete name and address of the consignee, owner or owner's representative, or the identification number
- 3. Notify party complete name and address, or the identification number (mandatory for To Order BL)
- 4. A precise description of the cargo, goods description in English
- The 6-digit HTS number under which cargo is classified

- 6. Weight of the cargo (gross mass in Kgs) or, for a sealed container, the shipper's declared description and weight of the cargo
- 7. Container number(s)
- 8. Seal number(s) for all seals affixed to the container.
- Code for the type of packages, number of packages,
   Shipping marks for packaged goods. 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)
- 10. Internationally recognized hazardous material Code(UN Code) for hazardous / dangerous goods
- 11. Transport charges method of payment code (e.g. payment in Cash, payment by credit card, payment by check, electronic credit transfer, account holder with carrier, not prepaid, ect)
- 12. Generic descriptions such as "FAK", "General Cargo",

"Chemicals", "Foodstuffs" and "Said to Contain" are NOT acceptable descriptions.

B. National Security 24 Hour Manifest Charge (NSR)EU Customs Manifest Charge Entry Summary Declaration (ENS)

The term "National Security 24 Hour Manifest Charge" filed herein and/or in service contracts will have the same meaning as "EU Customs Manifest Charge" and Entry Summary Declaration.

1. In the event Carrier submits advance cargo declaration data to the European Customs Service for cargo loaded on a vessel at a non European port, a National Security 24 Hour Manifest Charge shall be payable to Carrier for each bill of lading issued by the Carrier. The amount of the charge shall be:

USD 30.00 per bill of lading

2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be:

USD 40.00 per correction

3. The National Security 24 Hour Manifest Charge and any amendment fees will appear on the bill of lading and can

be prepaid or collect. Carrier has the right to hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

C. The customs territory of the European community includes:

- Guadeloupe, Guyana, Martinique and Reunion (French overseas Departments)
- Azores, Madeira (as part of Portugal)
- Grand Canaria, Tenerife, Canary Islands (as part of Spain)

Rule 2-W Customs Advance Filing Correction - NCS

effective date = 15Aug2018

PLEASE REFER TO RULE 2-V FOR APPLICABLE TEXT.

Rule 2-X U.S. Wharfage Surcharge

effective date = 18Apr2019

Unless otherwise specified a Wharfage, destination Surcharge will apply to tariff rates for import shipments routed directly to, or via, U.S.A. ports of discharge outlined herein. This surcharge is to recover amounts paid to terminals in connection with wharfage costs incurred for providing facilities and services within ports jurisdiction.

Wharfage, destination charge for Port of Discharge as follow:

PORT OF CURRENCY & RATE

DISCHARGE (per container)

\_\_\_\_\_

Miami, FL: U\$150.00 per container

Houston TX: U\$150.00 per container

New Orleans LA: U\$150.00 per container

Mobile AL: U\$150.00 per container

Boston, MA: U\$150.00 per container

Freeport, TX: U\$150.00 per container

Port Everglades, FL: U\$150.00 per container

Tampa, FL: U\$150.00 per container

Rule 2-Y China Low Sulfur Charge

effective date = 12Jan2019

China Low Sulfur Fee will be assessed on all base freight

for any service contract and tariff rates.

For cargo moving from all China ports:

Quantum:

U\$ 30 per 20 all types

U\$ 60 per container of other sizes

Rule 2-Z Taiwan Low Sulfur Fee

effective date = 21Jan2019

Taiwan Low Sulfur Fee will be assessed on all base freight for any service contract and tariff rates.

For cargo moving to/from all Taiwanese ports:

Quantum:

U\$ 30 per 20 all types

U\$ 60 per container of other sizes

Rule 2-AA Immediate Transportation (I.T.) Cancellation Fee

effective date = 16May2019

In the event the merchant requests the I.T. bond cancel for shipment that will transport to an inland final place of delivery under a through bill of lading, a service fee of US\$25 per bill of lading will apply, or the actual cost billed by the carrier, whichever is higher. Once the cargo has arrived at the final place of delivery, if merchant requests that manually arrive the I.T. bond, a service fee of US\$50 per bill of lading will apply, or the actual cost billed by the carrier, whichever is higher.

Rule 2-AB CODFEE

effective date = 13Jun2019

## COD (DIVERSION) FEE

- A) If, after MWL has taken possession of the cargo, shipper requests diversion to a point or port of discharge other than the one showing on the booking confirmation and the cargo is diverted in accordance with that request, the following charges shall apply:
- If cargo is in MWL possession at the time of diversion request but prior to cargo arrival at Port of Loading, an administrative fee of US\$100 per B/L will apply.
- 2. If cargo is in MWL possession at Port of Load or at sea at the time of Diversion Request, an administrative a fee of US\$500 per Bill of Lading will apply, except for Reefer Cargo. Reefer cargo will be assessed an an administrative charge of \$800.00 per Bill of Lading for diversion of cargo.

In all the above cases, the shipper will be charged for any additional operational costs and/or re-stowage costs, and the B/L will be rated at the applicable rates and charges for the new destination in accordance with Carriers tariffs and/or the applicable service contract.

B) Diversion requests must be received by the carrier in writing no less than two working days prior to the vessel's arrival at the interchange port. The Carrier will endeavor to satisfy the request but will not be

responsible if the diversion cannot be effected. Customs authorities/local regulations at some destinations may require that diversions be effected earlier than two working days. In such instances, it is the Shipper's responsibility to comply with such regulations. Fines resulting from failure to comply will be for the account of the cargo.

Any requests received within the 72 hours of arrival will be subject to a non-refundable administrative charge USD 150 per Bill of Lading. Any changes will not be guaranteed within this timeframe.

C) Any cancelation of request after 24 hours of initial request to be assessed an administrative charge of USD 500 per Bill of Lading except for Reefer Cargo.

Reefer cargo will be assessed an administrative charge of USD 800 per Bill of Lading for diversion of cargo.

Rule 2-AC ADMINISTRATION FEE

effective date = 10Aug2022

At carriers option, merchant shall be responsible for all applicable tariff charges and for any additional costs incurred, such as but not limited to administrative fees assessed by vendors, special services, billing/invoicing to third parties, demurrage & detention per diem, re-routing, futile trips, customs clearance, documentation, and

container cleaning. In absence of a carriers tariff charge covering a specific service (including disbursements to sub-contractors) provided by carrier, Merchant shall pay all the charges/costs incurred, and plus an Administration Fee assessed by 10% of the charge amount, with a minimum of USD50 per invoice.

Rule 2-AD PIER PASS ADMINISTRATION FEE

effective date = 23Apr2023

At carriers option, the merchant shall be responsible for all applicable tariff charges and for any additional costs incurred, such as but not limited to administrative fees assessed by vendors, special services, billing/invoicing to third parties, demurrage & detention per diem, re-routing, futile trips, customs clearance, documentation, and container cleaning. In absence of a carriers tariff charge covering a specific service (including disbursements to sub-contractors) provided by carrier, Merchant shall pay all the charges/costs incurred, plus an Administration Fee assessed by 10% of the charge amount, with a minimum of USD50 per invoice.

Rule 2-AE Oakland Port gate Administrative Fee

effective date = 23Jul2020

MCS (as agent for MWL) will levy an Administrative Fee of

\$35 per container whenever MCS pays for Oakland Port gate

fee on behalf of the customer.

Rule 2-AF Booking Amendment and Cancellation

effective date = 03Sep2021

At carrier's option, the merchant shall be responsible for

all applicable tariff charges and any additional costs and

penalties incurred, included but not limited to Booking

amendment, cancellation, withdrawal, non-delivered, etc

after the booking is released.

Merchant shall pay an Administrative Fee of USD 100.00 per

container in addition to all costs and penalties incurred.

Rule 2-AG US PORTS EMERGENCY SURCHARGE

effective date = 15Dec2021

Tariff item: US Ports Emergency Surcharge

1. Los Angeles & Long Beach

As announced by the Ports of Los Angeles and Long Beach

under the direction of President Bidens Supply Chain

Disruptions Task Force, there will be an Emergency Surcharge

put into place effective Nov 1, 2021.

Both ports will start charging Ocean carriers an additional fee for import containers which have sat idle on terminal for 9 days for local delivery and 6 days for all rail cargo departing the port for inland location. The quantum starts at U\$100 per container, increasing in U\$100 increments per container per day of excess dwell time beyond the prescribed dwell period. There is no maximum fee that will be applied and will continue to accrue until the container is off terminal. Containers on hold for Customs Exam are subject to the fee. Local store door truck moves will also fall within chargeable items under this fee. Lack of chassis will not exempt the fee. No new surcharge clauses in contracts, NSA or NRA do not exempt this fee as it is a government mandated fee.

MOL Worldwide Logistics will pass through this Emergency Surcharge to the Bill Lading consignee when it is incurred. Cargo owner shall pay an Administrative Fee in the amount of U\$30 per invoice in addition to all costs incurred.

Rule 2-AH Container Maintenance Charge (CMC)

effective date = 06Jul2022

The Container Maintenance Charge is U\$10 per container on bills of lading to be collected at destination for all dry & reefer containers, except Shipper Owned Containers.

This fee will cover the cost of structural container damage

up to U\$500 per container only.

In case the container maintenance and repair costs for any container exceed U\$500, the Consignee will be responsible to pay the difference between the Carriers documented invoice and U\$500. MOL Worldwide Logistics will pass through this Container Maintenance Charge to the Bill Lading consignee when it is incurred: If the damage is deemed to be intentional or repetitive, including Placarding/placarding removal, Dunnage, trash, Chemicals requiring specialized cleaning, Genset damage, reefer mechanical damage, and carriers reserve their right to bill separate charges. The cargo owner shall pay an Administrative Fee of 3% of the total invoice amount (or minimum U\$50 per invoice whichever the greater) in addition to all costs incurred.

Rule 2-AI PORT EMISSION FEE (PEF)

effective date = 23Nov2024

Port Emission Fee \$50 per container

Except as otherwise provided herein and in tariff rate items (TRIs), the following Port Emissions Fee (PEF) shall apply for all shipments that move by rail through Prince Rupert and Vancouver, BC, Canada.

Notes:

1. Applicable on all container heights and types.

## Rule 3 Rate Applicability Rule

effective date = 15Aug2018

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

Rule 4 Heavy Lift

effective date = 15Aug2018

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

From 5 Tns up to and incl. 6 Tns \$ 17.00 Per 1,000 Kgs.

Over 6 Tns up to and incl. 7 Tns 20.00 Per 1,000 Kgs.

Over 7 Tns up to and incl. 8 Tns 25.00 Per 1,000 Kgs.

Over 8 Tns up to and incl. 9 Tns 30.00 Per 1,000 Kgs.

Over 9 Tns up to and incl. 10 Tns 35.00 Per 1,000 Kgs.

Over 10 Tns up to and incl. 15 Tns 45.00 Per 1,000 Kgs.

Over 15 Tns up to and incl. 20 Tns 65.00 Per 1,000 Kgs.

### Rule 5 Extra Length

effective date = 15Aug2018

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

Over 35 Feet, up to and including 45 Feet......\$2.50

Over 45 Feet, up to and including 50 Feet.....\$3.25

Over 50 Feet, add to the rate for 50 Feet \$2.50 for each additional 5 Feet, or fraction thereof.

## Rule 6 Minimum Bill of Lading Charge

effective date = 15Aug2018

Minimum Bill of Lading Charge will be \$500.00.

Rule 7 Payment of Freight Charges

effective date = 15Aug2018

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

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

Rule 8 Bill(s) of Lading

effective date = 15Aug2018

Please see the following sub-rules.

Rule 8-A House Bill of Lading

#### 1 DEFINITIONS

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this bill of lading including but not limited to the loading, transport, unloading, storage, warehousing and handling of the goods.

"Carrier" means MOL Worldwide Logistics, Limited. on whose behalf this bill of lading has been signed.

"Charges" includes freight, demurrage and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

"Combined Transport" arises where an address (and not just the name of a Port) is indicated as the Place of Receipt and/or the Place of Delivery on the face of this bill of lading in the relevant spaces.

"Consignee" means the party named as Consignee on the face of this bill of lading in the relevant space.

"Consolidation" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly.

"Container" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to consolidate goods and any ancillary equipment.

"Goods" means the whole or any part of the cargo received by the Carrier from the Shipper and includes any packing and any equipment or Container not supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).

"Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to bills of lading signed at Brussels on 25th August 1924.

"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. (It is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules).

"Holder" means any Person for the time being in lawful possession of, or lawfully entitled to possession of, this bill of lading to or in whom rights of suit and/or liability

under this bill of lading have been lawfully transferred or vested.

"Indemnify" includes defend, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier, his servants, agents or Sub-Contractors.

"Merchant" includes the Shipper, the Consignee, the receiver of the Goods, the Holder of this bill of lading, any Person owning or lawfully entitled to the possession of the Goods or this bill of lading, any Person acting on behalf of any of the above mentioned Persons.

"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container and entered in the box on the face hereof entitled Total number of Containers or Packages received by the Carrier are each deemed a Package.

"Person" includes an individual, corporation or other legal entity.

"Port to Port Shipment" arises if the Carriage is not Combined Transport.

"Sub-Contractor" includes, but is not limited to, owners,

charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractor employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.

"Terminal Operators" means any persons who provide port storage or handling services.

"Terms and Conditions" means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties herein

"Vessel" means any waterborne craft used in the Carriage under this bill of lading including but not limited to a feeder vessel or ocean vessel.

#### 2 CARRIER'S TARIFF

The provisions of the Carriers applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of

inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail.

#### 3 WARRANTY

The Merchant warrants that in agreeing to the Terms and Conditions hereof he is or is the agent of and has the authority of the Person owning or entitled to the possession of the Goods and this bill of lading or any Person who has a present or future interest in the Goods and this bill of lading.

#### 4 NEGOTIABILITY AND TITLE TO THE GOODS

- (1) This bill of lading shall be non-negotiable unless made out to order in which event it shall be negotiable and shall constitute title to the Goods and the Holder shall be entitled to receive or to transfer the Goods herein described.
- (2) This bill of lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However proof to the contrary shall not be admissible when this bill of lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

# 5 CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

(1) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage. (2) The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carriers servants or agents any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and if any claim or allegation should nevertheless be made to Indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person and Vessel shall have the benefit of all provisions herein benefiting the Carrier including clause 20 hereof, the jurisdiction and law clause, as if such Terms and Conditions (including Clause 20 hereof) were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Persons and Vessels and such Persons and Vessels shall to this extent be or be deemed to be parties to this contract. Without prejudice to the generality of the foregoing, if the Carriage is Port to Port, Terminal Operators shall have the benefit of all provisions herein benefiting the Carrier, including the exceptions and

- limitations set out in clause 6(1) and 6(3) hereof, in relation to any port storage or handling services provided whether before loading or after discharge and regardless of whether the Carriers responsibility for the Goods has yet to commence or has ceased.
- (3) The Merchant shall Indemnify the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carriers liability under this bill of lading.
- (4) The defences and limits of liability provided for in this bill of lading shall apply in any action against the Carrier whether the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise.

## 6 CARRIER'S RESPONSIBILITY

- (1) PORT TO PORT SHIPMENT
- (A) Where the Carriage is Port to Port, then the liability

  (if any) of the Carrier for loss or damage to the Goods
  occurring between the time of loading at the Port of
  Loading and the time of discharge at the Port of
  Delivery shall be determined in accordance with any
  national law making the Hague Rules, Hague-Visby Rules,
  COGSA or any other rules compulsorily applicable to
  this bill of lading or in any other case in accordance
  with the Hague Rules Article 1-8 inclusive (excluding
  Article 3 rule 8) only.
- (B) The Carrier shall be under no liability whatsoever for

loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Notwithstanding the foregoing, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, COGSA or any other rules as applied by Clause 6(1)(A) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

- (C) If COGSA applies then the provisions stated in COGSA shall govern the Carriers liability throughout the Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the container yard, freight station or area immediately adjacent to the sea terminal before loading onto the vessel or after discharge therefrom as the case may be. Where the Merchant requests the Carrier to procure Carriage by an inland Carrier in the United States of America, such carriage shall be procured by the Carrier as agent only to the Merchant and such carriage shall be subject to the inland Carriers contract tariff. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay to the Goods shall be determined in accordance with Clause 6(2) hereof.
- (D) If the Goods are discharged at a Port other than the

Port of Discharge or (save in the United States of America) at a Place of Delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this bill of lading as the Port of Discharge or Place of Delivery.

## (2) COMBINED TRANSPORT

Save as is otherwise provided in this bill of lading, the Carrier shall be liable for loss or damage to the Goods occurring from the time when he receives the Goods into his charge until the time of delivery to the extent set out below:

- (A) Where the stage of Carriage where the loss or damage occurred cannot be proved by the Merchant:
- (1) The Carrier shall be relieved from liability where such loss or damage was caused by:
  - (a) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Sub-Contractor;
  - (b) compliance with the instructions of a Person entitled to give them;
  - (c) the lack or insufficiency of or defective condition of packing in the case of Goods which, by their nature are liable to wastage or to be damaged when not packed or when not properly packed;

- (d) handling, loading, stowage or unloading of theGoods by or on behalf of the Merchant;
- (e) inherent vice of the Goods;
- (f) strikes or lock outs or stoppages or restraints of labour from whatsoever causes whether partial or general;
- (g) fire, unless caused by the actual fault or privity of the Carrier; for which the Merchant shall have the burden of proof,
- (h) a nuclear incident;
- (i) any cause or event which the Carrier could not avoid as a consequence whereof he could not prevent by the exercise of reasonable diligence.
- (2) The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6(2)(A) will rest upon the Carrier. Save that if the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause 6(2)(A)(1)(c), (d) or (e), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.
- (B) Where the stage of Carriage where the loss or damage occurred can be proved by the Merchant:
- (1) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country, which

#### provisions:

- (a) Cannot be departed from by private contract to the detriment of the Merchant, and
- (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.
- (2) Where 6(2)(b)(1) above does not apply, any liability of the Carrier shall be determined by 6(1) if the loss or damage occurred during a sea leg or by 6(2)(A) in all other cases.
- (3) GENERAL PROVISIONS
- (A) Compensation.

Subject to the Carriers right to limit liability as provided for within this bill of lading, the Carriers liability shall be calculated by reference to the FOB/ FCA invoice value plus freight and insurance if paid. If there is no such invoice value, the value of the Goods shall be determined according to the value of the Goods at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered.

- (B) Package or Shipping Unit Limitation
  - (i) Where the Hague Rules, Hague-Visby rules, COGSA or

- any other rules apply under this Bill of Lading by national law or pursuant to Clause 6(2)(B)(1) the Carriers liability shall in no event exceed the amounts provided in the applicable national law or in the law thereby made applicable.
- (ii) If only the Hague Rules Articles 1-8 (excluding Article 3, Rule 8) apply pursuant to Clause 6(1)
  (A), Clause 6(1)(B) or Clause 6(2)(B)(2) then the Carriers maximum liability shall in no event exceed US\$500 per package or unit.
- (iii) Where Carriage includes Carriage to, from or through a port in the United States of America and COGSA applies pursuant to Clause 6(1)(A) or 6(2)(B)(1) neither the Carrier nor the Vessel shall in any event be liable for any loss or damage to or in conection with the Carriage of the Goods in an amount exceeding US\$500 per Package or customary freight unit.
- (iv) In all other cases compensation shall not exceed the limitation of liability of US\$2.00 per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises.
- (C) Ad Valorem: Declared Value of Package or Shipping Unit
  The Carriers liability may be increased to a higher
  value by a declaration in writing of the value of the
  Goods by the shipper upon delivery to the Carrier of
  the Goods for shipment, such higher value being
  inserted on the front of this bill of lading in the

space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carriers liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

# (D) Delay, Consequential Loss

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

## (E) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this bill of lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such lost or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this bill of lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

## (F) Time-bar

The Carrier shall be discharged of all liability

whatsoever in respect of the Goods unless suit it brought in the proper forum and written notice thereof received by the Carrier: (i) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

## 7 MERCHANT'S RESPONSIBILITY

- (1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.
- (2) The Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to any imposed at any time before or during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

- (3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.
- (4) No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without:
  - (a) the Carriers express consent in writing; and
  - (b) the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements.

If any such Goods are delivered to the Carrier without such written consent and/or marking or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable and/or damaging nature, the same may at any time be unloaded, destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carriers right to Charges.

(5) The Merchant shall be liable for the loss, damage,

contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or Vessel (other than the Merchant) referred to in Clause 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.

(6) The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

#### 8 CONTAINERS

- (1) Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with other Goods.
- (2) The terms of this bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.
- (3) If a container has been Consolidated by or on behalf of the Merchant:
- (A) the Carrier shall not be liable for loss of or damage to the Goods:
  - (i) caused by the manner in which the Container has

been stuffed;

- (ii) caused by the unsuitability of the Goods for carriage in Container actually used;
- (iii) caused by the unsuitability or defective condition of the Container actually used provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;
- (iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.
- (B) the Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by Clause 8(3)(A) above.
- (4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality.

#### 9 TEMPERATURE CONTROLLED CARGO

(1) The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this bill of lading if this bill of lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container Consolidated by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly Consolidated in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

- (2) If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.
- (3) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of: the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

# 10 INSPECTION OF GOODS

The Carrier or any Person authorised by the Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried, or carried further, either at

all or without incurring any additional expense or taking measures in relation to the Container or Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store the Goods ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this bill of lading. The Merchant shall Indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

## 11 METHODS AND ROUTE OF TRANSPORTATION

- (1) The Carrier may at any time and without notice to the Merchant:
  - (a) use any means of transport or storage whatsoever;
  - (b) load or carry the Goods on any Vessel whether named on the front hereof or not;
  - (c) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the front hereof or by any other means of transport

- whatsoever and even though transhipment of forwarding of the Goods may not have been contemplated or provided for herein;
- (d) at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;
- (e) proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order;
- (f) load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge);
- (g) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions;
- (h) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked;
- (i) permit the Vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.
- (2) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever

whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

#### 12 DECK CARGO AND LIVESTOCK

(1) Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant unless on the front of this bill of lading it is specifically stipulated the Containers or Goods will be carried under deck and such stowage shall not be a deviation of whatsoever nature or degree. If carried on deck, the Carrier shall not be required to note, mark or stamp the bill of lading carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck carriage Subject to Clause 13(2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules COGSA or the Hague-Visby Rules compulsorily applicable to this bill of lading.

(2) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of this bill of lading to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall Indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

#### 13 DELIVERY OF THE GOODS

- (1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:
  - (A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchants disposal at any place which the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease;
  - (B) without prejudice to the Carriers right

subsequently to abandon the Carriage under Clause 13(1)(A) above, continue the Carriage.

In any event the Carrier shall be entitled to full
Charges on Goods received for Carriage and the Merchant
shall pay any additional costs resulting from the above
mentioned circumstances.

- (2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority. This shall amount to due delivery to the Merchant.
- (3) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation thereunder.
- (4) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled and without prejudice to any other rights that he may have against the Merchant without notice to remove from a Container the Goods or that part thereof if Consolidated in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the

Merchant and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

## 14 BOTH-TO-BLAME COLLISION

If the Vessel on which the Goods are carried (the carrying Vessel) comes into collision with any other Vessel or object (the non-carrying Vessel or object) as a result of the negligence of the non-carrying Vessel or object or the owner of, charterer of or Person responsible for the non-carrying Vessel or object, the Merchant undertakes to Indemnify the Carrier against all claims by or liability to (and any expense arising therefrom) any Vessel or Person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying Vessel or object or the owner of, charterer of or Person responsible for the non-carrying vessel or object and set-off, recouped or recovered by such Vessel, object or Person(s) against the Carrier, the carrying Vessel or her owners or charterers.

#### 15 GENERAL AVERAGE

(1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

- (2) Notwithstanding (1) above, the Merchant shall Indemnify the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.
- (3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

#### 16 CHARGES

- (1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and nonreturnable in any event.
- (2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant.

  The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.
- (3) All Charges shall be paid without any set-off,

counter-claim, deduction or stay of execution.

(4) Despite the acceptance by the Carrier of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this bill of lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

## 17 LIEN

The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this contract and for General Average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract. The Carrier may exercise his lien at any time and at any place in his sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall (a) survive the delivery of the Goods and (b) extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchants expense and without any liability towards the Merchant.

## 18 VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or

variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary.

#### 19 PARTIAL INVALIDITY

If any provision in this bill of lading is held to be invalid or unenforceable by any Court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this bill of lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

## 20 JURISDICTION AND LAW

Whenever US COGSA applies, whether by virtue of Carriage of the Goods to or from the United States of America or otherwise, or losses occur during inland Carriage within the United States of America, this bill of lading is to be governed by United States law and the United States Federal Court of the Southern District of New York is to have exclusive jurisdiction to hear all disputes hereunder. In all other cases, this bill of lading shall be governed by and construed in accordance with law of Hong Kong Special Administrative Region and all disputes arising hereunder shall be determined by the the jurisdiction of Hong Kong Special Administrative Region courts to the exclusion of the courts of any other country.

effective date = 21Sep2018

## 1 DEFINITIONS

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this sea waybill including but not limited to the loading, transport, unloading, storage, warehousing and handling of the goods.

"Carrier" means MOL Worldwide Logistics, Limited. on whose behalf this sea waybill has been signed.

"Charges" includes freight, demurrage and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.

"CMI Uniform Rules for Sea Waybills" means the Uniform Rules for Sea Waybills produced by the Comit Maritme International (CMI Please see also Clause 4 below.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

"Combined Transport" arises where an address (and not just

the name of a Port) is indicated as the Place of Receipt and/or the Place of Delivery on the face of this sea waybill in the relevant spaces.

"Consignee" means the party named as Consignee on the face of this sea waybill in the relevant space.

"Consolidation" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly.

"Container" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to consolidate goods and any ancillary equipment.

"Goods" means the whole or any part of the cargo received by the Carrier from the Shipper and includes any packing and any equipment or Container not supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).

"Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to bills of lading signed at Brussels on 25th August 1924.

"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. (It is expressly provided that nothing in this sea waybill shall be construed as contractually applying the Hague-Visby Rules).

"Indemnify" includes defend, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier, his servants, agents or Sub-Contractors.

"Merchant" includes the Shipper, the Consignee, the receiver of the Goods, any Person owning or lawfully entitled to the possession of the Goods or this sea waybill, any Person acting on behalf of any of the above mentioned Persons.

"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this sea waybill as packed in such Container and entered in the box on the face hereof entitled Total number of Containers or Packages received by the Carrier are each deemed a Package.

"Person" includes an individual, corporation or other legal entity.

"Port to Port Shipment" arises if the Carriage is not Combined Transport.

"Sub-Contractor" includes, but is not limited to, owners, charterers and operators of Vessels (other than the

Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractor employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.

"Terminal Operators" means any persons who provide port storage or handling services.

"Terms and Conditions" means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties herein

"Vessel" means any waterborne craft used in the Carriage under this sea waybill including but not limited to a feeder vessel or ocean vessel.

## 2 CARRIER'S TARIFF

The provisions of the Carriers applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this sea waybill and the applicable

tariff, this sea waybill shall prevail.

#### 3 WARRANTY

The Merchant warrants that in agreeing to the Terms and Conditions hereof he is or is the agent of and has the authority of the Person owning or entitled to the possession of the Goods and this sea waybill or any Person who has a present or future interest in the Goods and this sea waybill.

## 4 INCORPORATION OF CMI UNIFORM RULES AND COMPULSORY RULES

- (1) The CMI Uniform Rules for Sea Waybills are incorporated into the contract of carriage evidenced by this sea waybill. The CMI Uniform Rules for Sea Waybills can be accessed on the website of CMI (currently: www.comitemaritime.org) or are available from the Carrier on request.
- (2) Where reference is made below to the application of Hague Rules, Hague-Visby Rules, COGSA or any other rules, this reference is extended also to apply to cases where Hague Rules, Hague-Visby Rules, COGSA or any other rules would habve been compulsorily applicable if into the contract of carriage evidenced by this sea waybill had been covered by a bill of lading or similar document of title.
- 5 CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS
- (1) The Carrier shall be entitled to sub-contract on any

terms whatsoever the whole or any part of the Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and if any claim or allegation should nevertheless be made to Indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person and Vessel shall have the benefit of all provisions herein benefiting the Carrier including clause 20 hereof, the jurisdiction and law clause, as if such Terms and Conditions (including Clause 20 hereof) were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Persons and Vessels and such Persons and Vessels shall to this extent be or be deemed to be parties to this contract. Without prejudice to the generality of the foregoing, if the Carriage is Port to Port, Terminal Operators shall have the benefit of all provisions herein

benefiting the Carrier, including the exceptions and limitations set out in clause 6(1) and 6(3) hereof, in relation to any port storage or handling services provided whether before loading or after discharge and regardless of whether the Carriers responsibility for the Goods has yet to commence or has ceased.

- (3) The Merchant shall Indemnify the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carriers liability under this sea waybill.
- (4) The defences and limits of liability provided for in this sea waybill shall apply in any action against the Carrier whether the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise.
- 6 CARRIER'S RESPONSIBILITY
- (1) PORT TO PORT SHIPMENT
- (A) Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Delivery shall be determined in accordance with any national law making the Hague Rules, Hague-Visby Rules, COGSA or any other rules compulsorily applicable (subject to Clause 4(2)) or in any other case in

- accordance with the Hague Rules Article 1-8 inclusive (excluding Article 3 rule 8) only.
- (B) The Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Notwithstanding the foregoing, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, COGSA or any other rules as applied by Clause 6(1)(A) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.
- (C) If COGSA applies then the provisions stated in COGSA shall govern the Carriers liability throughout the Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the container yard, freight station or area immediately adjacent to the sea terminal before loading onto the vessel or after discharge therefrom as the case may be. Where the Merchant requests the Carrier to procure Carriage by an inland Carrier in the United States of America, such carriage shall be procured by the Carrier as agent only to the Merchant and such carriage shall be subject to the inland Carrier's contract tariff. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay to

- the Goods shall be determined in accordance with Clause 6(2) hereof.
- (D) If the Goods are discharged at a Port other than the Port of Discharge or (save in the United States of America) at a Place of Delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this sea waybill as the Port of Discharge or Place of Delivery.

# (2) COMBINED TRANSPORT

Save as is otherwise provided in this sea waybill, the
Carrier shall be liable for loss or damage to the Goods
occurring from the time when he receives the Goods into
his charge until the time of delivery to the extent set
out below:

- (A) Where the stage of Carriage where the loss or damage occurred cannot be proved by the Merchant:
- (1) The Carrier shall be relieved from liability where such loss or damage was caused by:
  - (a) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Sub-Contractor;
  - (b) compliance with the instructions of a Person entitled to give them

- (c) the lack or insufficiency of or defective condition of packing in the case of Goods which, by their nature are liable to wastage or to be damaged when not packed or when not properly packed;
- (d) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
- (e) inherent vice of the Goods;
- (f) strikes or lock outs or stoppages or restraints of labour from whatsoever causes whether partial or general;
- (g) fire, unless caused by the actual fault or privity of the Carrier; for which the Merchant shall have the burden of proof,
- (h) a nuclear incident;
- (i) any cause or event which the Carrier could not avoid as a consequence whereof he could not prevent by the exercise of reasonable diligence.
- (2) The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6(2)(A) will rest upon the Carrier. Save that if the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause 6(2)(A)(1)(c), (d) or (e), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

- (B) Where the stage of Carriage where the loss or damage occurred can be proved by the Merchant:
- (1) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country, which provisions:
  - (a) Cannot be departed from by private contract to the detriment of the Merchant, and
  - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.
- (2) Where 6(2)(b)(1) above does not apply, any liability of the Carrier shall be determined by 6(1) if the loss or damage occurred during a sea leg or by 6(2)(A) in all other cases.
- (3) GENERAL PROVISIONS
- (A) Compensation.

Subject to the Carriers right to limit liability as provided for within this sea waybill, the Carriers liability shall be calculated by reference to the FOB/FCA invoice value plus freight and insurance if paid. If there is no such invoice value, the value of the Goods shall be determined according to the value of the Goods at the place and time of delivery to the Merchant

or at the place and time when they should have been so delivered.

- (B) Package or Shipping Unit Limitation
  - (i) Where the Hague Rules, Hague-Visby rules, COGSA or any other rules apply under this Bill of Lading by national law or pursuant to Clause 6(2)(B)(1) the Carrier's liability shall in no event exceed the amounts provided in the applicable national law or in the law thereby made applicable.
  - (ii) If only the Hague Rules Articles 1-8 (excluding Article 3, Rule 8) apply pursuant to Clause 6(1)
    (A), Clause 6(1)(B) or Clause 6(2)(B)(2) then the Carrier's maximum liability shall in no event exceed US\$500 per package or unit.
  - (iii) Where Carriage includes Carriage to, from or through a port in the United States of America and COGSA applies pursuant to Clause 6(1)(A) or 6(2)(B)(1) neither the Carrier nor the Vessel shall in any event be liable for any loss or damage to or in conection with the Carriage of the Goods in an amount exceeding US\$500 per Package or customary freight unit.
  - (iv) In all other cases compensation shall not exceed the limitation of liability of US\$2.00 per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises.
- (C) Ad Valorem: Declared Value of Package or Shipping Unit

  The Carrier's liability may be increased to a higher

value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this sea waybill in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carriers liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

## (D) Delay, Consequential Loss

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

## (E) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this sea waybill unless notice of loss of, or damage to, the Goods, indicating the general nature of such lost or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this sea

waybill or, if the loss or damage is not apparent, within three consecutive days thereafter.

## (F) Time-bar

The Carrier shall be discharged of all liability whatsoever in respect of the Goods unless suit it brought in the proper forum and written notice thereof received by the Carrier: (i) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

## 7 MERCHANTS RESPONSIBILITY

- (1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.
- (2) The Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to any imposed at any time before or during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality

- of the foregoing, freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.
- (3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.
- (4) No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without:
  - (a) the Carriers express consent in writing; and
  - (b) the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements.

If any such Goods are delivered to the Carrier without such written consent and/or marking or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable and/or damaging nature, the same may at any time be unloaded,

- destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carriers right to Charges.
- (5) The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or Vessel (other than the Merchant) referred to in Clause 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.
- (6) The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

### 8 CONTAINERS

- (1) Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with other Goods.
- (2) The terms of this sea waybill shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.
- (3) If a container has been Consolidated by or on behalf of the Merchant:

- (A) the Carrier shall not be liable for loss of or damage to the Goods:
  - (i) caused by the manner in which the Container has been stuffed;
  - (ii) caused by the unsuitability of the Goods for carriage in Container actually used;
  - (iii) caused by the unsuitability or defective condition of the Container actually used provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;
  - (iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.
- (B) the Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by Clause 8(3)(A) above.
- (3) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality.

#### 9 TEMPERATURE CONTROLLED CARGO

- (1) The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this sea waybill if this sea waybill has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container Consolidated by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly Consolidated in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.
- (2) If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.
- (3) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of: the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

## 10 INSPECTION OF GOODS

The Carrier or any Person authorised by the Carrier shall be

entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried, or carried further, either at all or without incurring any additional expense or taking measures in relation to the Container or Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store the Goods ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this sea waybill. The Merchant shall Indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

### 11 METHODS AND ROUTE OF TRANSPORTATION

- (1) The Carrier may at any time and without notice to the Merchant:
  - (a) use any means of transport or storage whatsoever;
  - (b) load or carry the Goods on any Vessel whether named on the front hereof or not;

- (c) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever and even though transhipment of forwarding of the Goods may not have been contemplated or provided for herein;
- (d) at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;
- (e) proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order;
- (f) load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge);
- (g) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions;
- (h) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked;
- (i) permit the Vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband,

explosives, munitions or warlike stores and sail armed or unarmed.

(2) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

## 12 DECK CARGO AND LIVESTOCK

(1) Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant unless on the front of this sea waybill it is specifically stipulated the Containers or Goods will be carried under deck and such stowage shall not be a deviation of whatsoever nature or degree. If carried on deck, the Carrier shall not be required to note, mark or stamp the sea waybill carried on deck, the Carrier shall not be required to note, mark or stamp on the sea waybill any statement of such on deck carriage Subject to Clause 13(2) below, such Goods whether

- carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules COGSA or the Hague-Visby Rules compulsorily applicable (subject to Clause 4(2)).
- (2) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of this sea waybill to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall Indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

## 13 DELIVERY OF THE GOODS

- (1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:
  - (A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchants

disposal at any place which the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease;

(B) without prejudice to the Carriers right subsequently to abandon the Carriage under Clause 13(1)(A) above, continue the Carriage.

In any event the Carrier shall be entitled to full
Charges on Goods received for Carriage and the Merchant
shall pay any additional costs resulting from the above
mentioned circumstances.

- (2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority. This shall amount to due delivery to the Merchant.
- (3) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation thereunder.
- (4) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled and without prejudice to any other rights that he may

have against the Merchant without notice to remove from a Conqtainer the Goods or that part thereof if

Consolidated in or on a Container and to store the

Goods or that part thereof ashore, afloat, in the open

or under cover at the sole risk and expense of the

Merchant and the costs of such storage (if paid or

payable by the Carrier or any agent or Sub-Contractor

of the Carrier) shall forthwith upon demand be paid by

the Merchant to the Carrier. Such storage shall

constitute due delivery hereunder, and thereupon the

liability of the Carrier in respect of the Goods or

that part thereof shall cease.

### 14 BOTH-TO-BLAME COLLISION

If the Vessel on which the Goods are carried (the carrying Vessel) comes into collision with any other Vessel or object (the non-carrying Vessel or object) as a result of the negligence of the non-carrying Vessel or object or the owner of, charterer of or Person responsible for the non-carrying Vessel or object, the Merchant undertakes to Indemnify the Carrier against all claims by or liability to (and any expense arising therefrom) any Vessel or Person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying Vessel or object or the owner of, charterer of or Person responsible for the non-carrying vessel or object and set-off, recouped or recovered by such Vessel, object or Person(s) against the Carrier, the carrying Vessel or her owners or charterers.

### 15 GENERAL AVERAGE

- (1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.
- (2) Notwithstanding (1) above, the Merchant shall Indemnify the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.
- (3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Avera ge contributions due to the Merchant.

## 16 CHARGES

- (1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
- (2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier

- to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.
- (3) All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution.
- (4) Despite the acceptance by the Carrier of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this sea waybill, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

### 17 LIEN

The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this contract and for General Average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract. The Carrier may exercise his lien at any time and at any place in his sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall (a) survive the delivery of the Goods and (b) extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchants expense and without any

liability towards the Merchant.

#### 18 VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary.

#### 19 PARTIAL INVALIDITY

If any provision in this sea waybill is held to be invalid or unenforceable by any Court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this sea waybill contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

## 20 JURISDICTION AND LAW

Whenever US COGSA applies, whether by virtue of Carriage of the Goods to or from the United States of America or otherwise, or losses occur during inland Carriage within the United States of America, this sea waybill is to be governed by United States law and the United States Federal Court of the Southern District of New York is to have exclusive jurisdiction to hear all disputes hereunder. In all other cases, this sea waybill shall be governed by and construed

in accordance with law of Hong Kong Special Administrative
Region and all disputes arising hereunder shall be
determined by the jurisdiction of Hong Kong Special
Administrative Region courts to the exclusion of the courts
of any other country.

Rule 9 Freight Forwarder Compensation

effective date = 15Aug2018

Freight Forwarder Compensation at 5%.

Rule 10 Surcharges and Arbitraries

effective date = 15Aug2018

Please see the following sub-rules.

Rule 10-A Currency Adjustment Factor

effective date = 15Aug2018

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

**CAF at 15%** 

Rule 10-B Bunker Adjustment Factor

The term Bunker Charge (BC) filed in the rate tariffs and/or in NSAs will have the same meaning as Bunker Adjustment Factor (BAF), Fuel Adjustment Factor (FAF) and Fuel Recovery Charge (FRC).

- (1) Unless otherwise specifically indicated in a particular rate item, or NSA, the following Bunker Adjustment Factor (BAF) applies to all shipments:
  - a) For cargo discharged at U.S. West Coast and destined to West Coast Ports and Group 4 points (see Note 1)

Per Revenue Ton (W/M) - \$ 30.00

Per 20 container (20) - \$ 750.00

Per 40 container (40 x 86) - \$ 1500.00

Per 40 container (40 x 96) - \$ 1500.00

Per 45 container (45) - \$ 1500.00

Yacht Per Foot In Length - \$ 30.00

All other/items whose rates are not on a per container or revenue ton basis, i.e. items that are rated on a basis of per unit, per bale, crate or pallet, will be charged at US\$18.00 per unit.

b) For all intermodal cargo destined to Atlantic and

Gulf Ports via USWC (MLB); to inland points in United States via USWC: (See Note 2)

Per Revenue Ton (W/M) - \$ 50.00

Per 20 container (20) - \$ 750.00

Per 40 container (40 x 86) - \$ 1500.00

Per 40 container (40 x 96) - \$ 1500.00

Per 45 container (45) - \$1500.00

Yacht Per Foot In Length - \$ 50.00

All other/items whose rates are not on a per container or revenue ton basis, i.e. items that are rated on a basis of per unit, per bale, crate or pallet, will be charged at US\$27.00 per unit.

c) For cargo discharged at U.S. East Coast; Miami, FL; Puerto Rico and U.S. Virgin Islands; and destined to U.S. East Coast Ports; Miami, FL; Puerto Rico and U.S. Virgin Islands and to inland points in United States: (See Note 1)

Per Revenue Ton (W/M) - \$ 80.00

Per 20 container (20) - \$ 750.00

Per 40 container (40 x 86) - \$ 1500.00

Per 40 container (40 x 96) - \$1500.00

Per 45 container (45) - \$ 1500.00

Yacht Per Foot In Length - \$ 80.00

All other/items whose rates are not on a per container

or revenue ton basis, i.e. items that are rated on a basis of per unit, per bale, crate or pallet, will be charged at US\$32.00 per unit.

Note 1: The BAF is inclusive of Low-Sulfur Bunker Component

Note 2: The BAF is inclusive of Low-Sulfur Bunker Component and Inland Fuel Surcharge.

- (2) For Rubber moving on a per bale basis under tariff, the application of Bunker Adjustment Factor for shipments of 12 loose bales shall be considered as equivalent to one pallet/crate.
- (3) For CY/CFS, CFS/CY and CY/CY cargo ex PRC only, Regardless of the rate basis, the above box Bunker Adjustment Factor Shall apply

Bunker Adjustment Factor - Origin TAS (BAF)

- (1) Unless otherwise specifically indicated in a particular rate item, or NSA, the following Bunker Adjustment Factor (BAF) applies to all shipments from origin scope TAS discharged at U.S. East Coast Ports:
  - a) From origin scope: CONTINENTAL EUROPE; SCAN BALTIC;
    BLACK SEA; WEST MEDITERRANEAN and EAST MEDITERRANEAN

Per 20 container (20') - \$ 82.00 Per 40 container (40' / 45') - \$ 164.00

- (2) Unless otherwise specifically indicated in a particular rate item or NSA, the following Bunker Adjustment Factor applies to all shipments from ports/points in origin scope as list below destined to ports and inland points in United States
  - a) From origin scope: CONTINENTAL EUROPE; SCAN BALTIC;
    BLACK SEA; WEST MEDITERRANEAN and EAST MEDITERRANEAN

Per 20 container (20') - \$ 750.00 Per 40 container (40' / 45') - \$ 1500.00

Rule 10-C Emergency Bunker Surcharge

effective date = 15Aug2018

Emergency Bunker Surcharge will be as follows.

\$ 25.00 W/M (LCL)

\$200.00 20'

\$300.00 40'

Rule 10-D Peak Season Surcharge

effective date = 15Aug2018

A Peak Season Surcharge will apply in the following amounts:

W/M - \$ 30.00 (LCL)

For Far East (except India, Sri Lanka, Pakistan and Bangladesh) and S. Africa and Middle East to USA and Puerto Rico:

USD 900/20' container

USD 1000/40' container

USD 1125/40' high-cube container

USD 1266/45' high-cube container

For India, Sri Lanka, Pakistan and Bangladesh to USA and Puerto Rico:

USD 900/20' container

USD 1000/40' container

USD 1125/40' high-cube container

USD 1266/45' high-cube container

Rule 10-E US Inland Fuel Surcharge at Destination

effective date = 15Aug2018

In order to recover increased costs incurred by Carrier for inland (truck and rail) transportation in connection with intermodal (IPI), reverse inland point intermodal (RIPI), Local Store Door Delivery (Local SDD"), Group 4, non-direct

port and Miniland-bridge ("MLB") shipments, an Inland Fuel Charge will be charged to all cargo shipped under this tariff as follows:

For all cargo via West Coast

destined to the State of

California, Washington or Oregon,

excluding CY cargo destined to

Long Beach, CA; Los Angeles, CA;

Oakland, CA, Seattle, WA or

Tacoma, WA \$110 Per container

For all cargo via West Coast with

final destination outside the

State of California, Washington

and Oregon \$380 Per container

For all door cargo via East Coast

destined to New York, NY;

Norfolk, VA; Savannah, GA; or

Charleston, SC \$110 Per container

For all cargo via East Coast for

destinations other than New York,

NY; Norfolk, VA; Savannah, GA; and

Charleston, SC \$380 Per container

Rule 10-F Labor Negotiation Surcharge

This rule shall apply with regard to labor unrest, port or terminal congestion, port or terminal unavailability or closures, and/or to similar disruption (Disruptions) affecting Carriers operations if such Disruptions arise out of or occur in connection with the Labor contract negotiations, of either the International Longshoremens Association or the Office Clerical Unit of the International Longshore and Warehouse Union.

In the event that labor unrest, including actual and/or viable threats of work stoppages, work slowdowns, strikes and/or lockouts, or other Disruptions shall affect Carriers operations, all shipments (a) received by Carrier for shipment but not yet delivered, (b) subject to this tariff, including all NSA (NVOCC Service Arrangement) shipments subject to this tariff, and (c) utilizing or intending to utilize Carriers services to or from North America, shall be subject to the following surcharges:

US\$ 800.00 per 20-ft (20') container

US\$1,000.00 per 40-ft (40' x 8'6") container

US\$1,125.00 per 40-ft (40' x 9'6") container

US\$1,266.00 per 45-ft (45') container

Carrier shall have a lien on all cargo subject to the aforesaid charges. Any decision of Carrier to release or deliver cargo prior to the billing and/or collection

of such charge(s) shall not affect the liability of cargo interests to pay the same.

To the extent of any conflict between this rule and any other rule set forth in this tariff and/or Carriers regular form bill of lading, this rule shall control.

Except as provided, all other terms and conditions of this tariff and Carriers regular form bill of lading shall apply.

November 26, 2014: Given present conditions, this surcharge shall apply to all cargo that is received on or after November 27, 2014, for discharge at U.S. west coast ports, until further notice.

Rule 10-G Aden Gulf Surcharge

effective date = 15Aug2018

Unless otherwise specifically indicated in a particular rate item, the following Aden Gulf Surcharge in U.S. Dollars will be assessed for all shipments that are passing through the Gulf of Aden.

Container Size Charge (US\$)

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Per 20-ft container (20') \$41.00

Per 40-ft container (40' x 8'6") \$82.00

Per 40-ft container (40' x 9'6") \$82.00

Per 45-ft container (45') \$82.00

Rule 10-H CFS Fuel Surcharge (FSC)

effective date = 15Aug2018

A CFS Fuel Surcharge will apply at CFS destination locations in the USA as follows:

US\$2 per CBM

Rule 10-I Intermodal Door Delivery Surcharge

effective date = 15Aug2018

In view of unexpected increase in the cost of inland transport and door delivery in recent months, including extensive port congestion, truck driver shortages, sharply increased rail volumes with increasing limitations on rail shipments, extreme weather, and increased inland carriage costs, all cargo shipped on store-door-delivery basis under this tariff shall be subject to an Intermodal Door Delivery Surcharge unless otherwise specifically indicated in a particular rate item.

The charge shall be in the amount as described below:

\$300 per container

## Rule 10-J US Port Congestion Surcharge

effective date = 15Aug2018

Due to the potential risk of significantly increased port congestion occurring at the USWC, a Port Congestion Surcharge will be applicable to all US ports, for all containers as follows:

**US** Import

USD 800 per 20' container

USD 1000 per 40' STD

USD 1125 per 40' HC

USD 1266 per 45' container

**US Export** 

USD 240 per 20' container

USD 300 per 40' STD

USD 300 per 40' HC

USD 380 per 45' container

Rule 10-K Low-Sulfur Fuel Surcharge

effective date = 15Aug2018

Unless otherwise specified in a rate or individual NSA filing, the following Low Sulfur Fuel Surcharge, in addition to all applicable charges, shall apply to shipments, including but not limited to the prevailing Bunker Charge

published in this tariff.

From Asia/Far East to US West Coast, CY, Group 4, and IPI destinations via US West Coast ports:

Size	Type l	LSS
D20	(all types)	\$90
D40	(all types)	\$100
H40	(all types)	\$113
H45	(all types)	\$126

From Asia/Far East to US East & Gulf Coast and RIPI destinations via US East & Gulf Coast ports:

Size	Type I	_SC
D20	(all types)	\$90
D40	(all types)	\$100
H40	(all types)	\$113
H45	(all types)	\$126

Unless otherwise specifically indicated in a particular rate item and/or individual NSA, the following Low Sulfur Fuel Charge (LSF) will be assessed on (a) shipments from all points and/or ports within the scope of this Tariff, and (b) within the Emission Controlled Area (ECA) zones, as follows:

From	То	Charge

EUROPE North America East Coast ports\* US\$65/TEU

EUROPE North America West Coast ports\*\*\*US\$65/TEU

\*North America East Coast ports covers Atlantic ports group

+ Gulf ports

\*\*\* North America West Coast ports per scope

ECAs zone definition:

Todays IMO definition of ECA includes the Baltic Sea, North Sea, North America (West Coast and East Coast), Hawaii, and US Caribbean Sea areas.

The North American ECA zone includes waters adjacent to the Pacific coast, the Atlantic/Gulf coast and the eight main Hawaiian Islands. It extends up to 200 nautical miles from coasts of the United States, Canada and the French territories, except that it does not extend into marine areas subject to the sovereignty or jurisdiction of other States.

The Europe ECA zone includes the North Sea and the Baltic Sea, which are North Sea southwards of the latitude 62 N and eastwards of longitude 4 W; Skagerrak, the southern limit of which is determined east of the Skaw by latitude 57 44.8' N; and the English Channel and its approaches eastwards of longitude 5 W and northwards of latitude 48 30' N.

Rule 10-L HDC - Heavy Duty Surcharge

 Shipper shall not tender, and Carrier may refuse, a container stuffed by a Shipper or its agent with a total gross weight in excess of the maximum gross weight capacity.

Overweight containers are defined as any load that causes the Gross Vehicle Weight (GVW) to exceed 80,000 pounds. The Gross Vehicle Weight is the maximum weight allowable on the U.S. Interstate Highway System. The Gross Vehicle Weight includes cargo weight, container weight, chassis weight and tractor weight.

Cargo can be accepted up to the maximum allowable cargo weight as follows:

MAXIMUM ALLOWABLE
CARGO WEIGHT
US POUNDS KILOS

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20' GP on a slider chassis \* 39.500 17.917

40' GP on a standard chassis 44.500 20.185

40' High Cube on a standard chassis 44.500 20.185

45' High Cube on a standard chassis 41.500 18.824

\*40' High Cube\* Reefer (H=9'6") on
a standard chassis \*\* 41.800 18.960

<sup>\*</sup> Maximum allowable cargo weight can be increased to

44.000 LBS (US Pounds), respectively 19.985 KGS (Kilos), if a trix-axle chassis is provided for the carriers haulage transportation. Additional charges for tri-axle chassis & chassis flip are covered in point 7 of this rule.

\*\*If genset is used the maximum allowable cargo weight is reduced 2,500 LBS (1,134 KG).

Any expense involved with Carrier's refusal or handling of such containers (including but not limited to demurrage, detention, storage, handling, inland transportation, unloading, stuffing and restuffing of containers, and additional equipment costs) will be for the joint and several account of the Shipper, Consignee, and Cargo Owner. Any such expenses shall be paid to the Carrier before return of the container to the Shipper or release of the container to the Consignee.

- 2. Notwithstanding the maximum weights set forth above, it is the responsibility of the Shipper to insure that any container tendered by it to a Carrier for transportation under the scope of this tariff complies with all laws and regulations of each country that it will transit (including local, State and Federal laws and regulations in the United States) with regards to road weight limitations, including any law or regulation that provides for a lower weight limitation than set forth above.
- 3. If for any reason a container exceeding the maximum weights set forth above has been loaded aboard a

Carrier's vessel, such container shall be discharged to the Consignee at the discharge port and Carrier shall not transport or arrange to transport such container to any inland destination. Alternatively, the Carrier at its option and at the expense and responsibility of the Shipper, Consignee, and Cargo Owner, may take the following steps:

# 3. (Continued)

- a. Cargo will be removed from the container in order to reduce the weight to an allowable amount and make the container ready for lawful road transportation. To the extent necessary, cargo shall be unstuffed, segregated, restuffed, etc.;
- b. The cargo so removed will be forwarded to Consignee as

   a separate freight collect shipment from the point of
   removal to point of final destination;
- c. The rates to be applied for the transportation of any such cargo will be those of the inland carrier that is engaged to transport the cargo.

Under either alternative, excess cargo shall be assessed a charge of U.S. \$500.00 in addition to all other freight and other costs and expenses set forth herein.

4.a. In the case of containers supplied, stowed, or packed

by Shipper, Consignee, or Cargo Owner or supplied, stowed, or packed on its behalf, Shipper, Consignee and Cargo Owner shall be jointly, severally and absolutely liable to Carrier, its agent, or any participating motor carrier, without regard to intent, negligence, or any other factor for:

(i) Personal injuries or death, or damage to or loss of cargo or other property resulting from: failure of Shipper, Consignee, or Cargo Owner to comply with any applicable laws, regulations or ordinances (including without limitation over-the-road weight limitations under state and federal law and cargo weight and cargo description certification requirements under the Intermodal Safe Container Transportation Act of 1992, as amended), failure to comply with equipment specifications and standards in this Tariff, a defect in any container or other equipment supplied by Shipper, Consignee, or Cargo Owner, or failure of Shipper, Consignee, Cargo Owner, or its agent to load and brace the cargo properly, if such defect or failure is a proximate cause of injury, death, damage or loss.

### 4.a. (Continued)

(ii) Any fine, penalty, cost (including attorney's fees), bond, interest or other sanction imposed upon Carrier, its agents or participating motor carriers for violation of any applicable laws, regulations and ordinances (including without limitation over-the-road weight limitations under state and federal law and cargo weight and cargo description certification requirements under the Intermodal Safe Container Transportation Act of 1992, as amended) in connection with any transportation service provided under this Tariff resulting from failure of Shipper, Consignee, or Cargo Owner to comply with such laws, regulations and ordinances. Carrier, its agents or participating motor carriers shall have no duty to resist, dispute or otherwise oppose the levy of such fine, penalty, cost (including attorney's fees), bond, interest, or other sanction and shall not have any liability to Shipper, Consignee, or Cargo Owner for failure to do so.

(iii) Liability For Violation Of The Intermodal Safe

ContainerTransportation Act of 1992, As Amended.

The losses, damages, fines, penalties, costs (including attorney's fees), bonds, interest and any other sanctions referred to in subparagraphs (i) and (ii) above include, but are not limited to, any sanctions or monetary claims of any kind imposed or asserted by the United States, a State of the United States, or any other entity or person (whether public or private) pursuant to

the authority of the Intermodal Safe Container Transportation Act of 1992, as amended (the "Act") or pursuant to any state law implementing or addressing the same subject matter as the Act. The Act requires that any person tendering for intermodal transportation a loaded container or trailer with a gross cargo weight over 29,000 pounds must provide to the initial carrier at or before the time the container or trailer is tendered for transportation a certification including (1) the gross weight of the cargo (including packaging, pallets and dunnage), (2) a reasonable description of the contents of the container or trailer, (3) the identity of the certifying party, (4) the container or trailer number, and (5) the date of the certification.

## 4.a. (Continued)

- (iv) Any charges incurred in re-handling cargo to correct any defect or failure described in subparagraphs (i) and (ii) above shall be for the joint and several account of Shipper, Consignee, and Cargo Owner.
- b. Shipper, Consignee and Cargo Owner each agree, where
  its act or omission (or that of its agent) is a
  proximate cause of any loss, damage, penalty, fine,
  cost (including attorney's fees), bond, interest, or

other sanction described in subparagraph (a) above, to indemnify and hold harmless Carrier from any such loss, damage, penalty, fine, cost (including attorney's fees), bond, interest, or other sanction and from the cost of defending claims, suits or assessments against Carrier, its agents or participating motor carriers, including without limitation reasonable attorney's fees.

- 5. The Carrier may refuse to release a container or trailer to a Consignee until all fines, penalties, costs (including attorney's fees), bonds, interest, and other sanctions have been satisfied or the Carrier has been reimbursed for payment of same.
- 6. The weight limits set forth in this rule shall supersede any different rating method shown in the applicable tariff.
- 7. Whenever the ocean Carrier supplies a chassis for any intermodal movement of an overweight container the following heavy duty charge will apply:
  US\$ 350 per chassis.
- 8. The carrier restricts any cargo weights exceeding the maximum allowable weight as indicated in point 1 of subject rule. Any exception to the maximum allowable cargo weight, shall be stipulated in the individual NSA.

Rule 10-M Emergency Intermodal Surcharge - U.S.

effective date = 22Aug2021

An Emergency Intermodal Surcharge amounts per container (all sizes, excluding reefer containers) will be assessed on all U.S. inland point shipments with the provision of carrier haulage pre-carriage or on-carriage door service over the following port or rail ramp locations:

- US\$ 700 per container (all sizes and types) will be assessed on all US import shipments that require a motor-only move. \*
- 2. US\$ 2,000 per container (all sizes and types) will be assessed on all US import shipments via USWC or Canada WC that require a rail or rail/motor move.
- 3. US\$ 700 per container (all sizes and types) will be assessed on all US import shipments via USEC or USGC or Canada EC that require a rail or rail/motor move.
- 4. US\$ 700 per container (all sizes and types) will be assessed on all Canada import shipments that require a RAIL move.

This emergency intermodal charge will also apply for merchant haulage inland point delivery shipments where drayage of the container is required from Los Angeles Ocean port depot or Long Beach Ocean Port Depot to Los Angeles/Long Beach off-dock rail ramp for onward Delivery to

the inland point ramp depot.

Rule 10-N WAR RISK SURCHARGE

effective date = 06Mar2020

Considering the recent incidents in the Strait of Hormuz and because of the increasing cost of offering service in the Middle East Gulf region, MWL will implement War Risk Surcharge as follows:

From: Oman, United Arab Emirates, Qatar, Bahrain, Saudi

Arabia (Dammam + Jubail), Kuwait, Iraq

To: USA

Quantum: USD 55/110/110/110 per 20'/40'/40'HC/45'

Rule 10-O IMO FUEL CHARGE (IFC)

effective date = 06Mar2020

IMO Fuel Charge (IFC)

effective date = 1 Dec 2019

Unless otherwise specified in a rate or individual NSA filing, the following IMO Fuel Charge (IFC), in addition to all applicable charges, shall apply to shipments, including but not limited to the prevailing IMO Fuel Charge (IFC) published in this tariff.

From Asia/Far East to US West Coast, CY, Group 4, and IPI destinations via US West Coast ports:

# **Dry Container**

Size Type

Per Revenue Ton (W/M) \$30

D20 (all types) \$ 270

D40 (all types) \$300

H40 (all types) \$338

H45 (all types) \$380

For All Refrigerated/Temperature-Controlled Cargo:

Per Revenue Ton (W/M) \$50

Per 20-ft container (20') \$ 405

Per 40-ft container (40') \$ 675

From Asia/Far East to US East & Gulf Coast and RIPI destinations via US East & Gulf Coast ports:

Size Type

Per Revenue Ton (W/M) \$50

D20 (all types) \$360

D40 (all types) \$400

H40 (all types) \$450

H45 (all types) \$570

For All Refrigerated/Temperature-Controlled Cargo:

Per Revenue Ton (W/M) \$80

Per 20-ft container (20') \$ 540

Per 40-ft container (40') \$ 600

Unless otherwise specifically indicated in a particular rate item and/or individual NSA, the following IMO Fuel Charge (IFC) will be assessed on (a) shipments from all points and/or ports within the scope of this Tariff, and (b) within the Emission Controlled Area (ECA) zones, as follows:

From To Charge

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EUROPE North America East Coast ports\*

US\$270/300/338/380 per 20'/40'/HC/45'

EUROPE North America West Coast ports\*\*\*

US\$270/300/338/380 per 20'/40'/HC/45'

For All Refrigerated/Temperature-Controlled Cargo:

Per 20-ft container (20') \$ 500

Per 40-ft container (40') \$ 750

\*North America East Coast ports covers Atlantic ports group

+ Gulf ports

\*\*\* North America West Coast ports per scope

Rule 10-P Panama Canal Freshwater Surcharge (PCFS)

effective date = 05Apr2020

Name Panama Canal Freshwater Surcharge (PCFS)
Effective 5 April 2020

Panama Canal Freshwater Surcharge (PCFS) for Dry & Reefer equipment with effective from 5 April 2020 and appliable the quantum at U\$50 per container on the scope of transpacific services crossing the Panama Canal from Asia to the USA.

Rule 10-Q European Union Emission Trading System (ETS)

effective date = 03Jan2024

European Union Emission Trading System (ETS) \$60 per Teu, \$10 per cbm/MT will be accessed by the cargo for all cargo moving from Europe to North America. The charge is to be paid with ocean freight together.

Rule 10-R Origin/Destination Port Charge

effective date = 23Oct2024

During any period of labor unrest, including but not limited to strikes, lockouts, work stoppages, or slowdowns, this ORIGIN/DESTINATION PORT CHARGE will be assessed on all shipments originating from and discharging at U.S. Atlantic Ports (USEC) and U.S. Gulf Ports (USGC).

The charge will be USD 1500 per TEU.

Rule 10-R Origin/Destination Port Charge

effective date = 30Jan2025

During any period of labor unrest, including but not limited to strikes, lockouts, work stoppages, or slowdowns, this ORIGIN/DESTINATION PORT CHARGE will be assessed on all shipments originating from and discharging at U.S. Ports.

The charge will be USD 2000 per TEU.

Rule 10-S CARBON TAX SURCHARGE (CTS)

effective date = 23Nov2024

Carbon Tax Fee of \$100 per container

Except as otherwise provided herein and in tariff rate items (TRIs), the following Carbon Tax Surcharge (CTS) shall apply for all shipments that move by rail for import/export through Canadian sea ports.

Notes:

1. Applicable on all container sizes and types.

Rule 11 Minimum Quantity Rates

effective date = 15Aug2018

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

#### Rule 12 Ad Valorem Rates

effective date = 15Aug2018

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

B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request

of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.

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

Rule 13 Transshipment

effective date = 15Aug2018

Besides providing direct port to port service to customers,

MCS, and our appointed Carrier, Co-loader or vendor, should
have total discretion on the routing of the cargo.

Transshipment includes but is not limited to, through or
combined transport service, when required.

Unless otherwise specified in an NSA, MCS is not liable for delay or claims due to transshipment, resulting in a difference in total transportation time that we advertise.

Unless otherwise specified in an NSA, the applicable rates and charges are the same for direct service, as they are for transshipment service. Rule 14 Co-Loading in Foreign Commerce

effective date = 15Aug2018

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

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

and/or

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

LIABILITY: Carrier's liability to the Shipper shall be as

specified on the Shipper's Bill of Lading regardless of whether or not the cargo has been co-loaded.

Rule 15 Open Rates in Foreign Commerce

effective date = 15Aug2018

Not Applicable.

Rule 16 Hazardous Cargo

effective date = 15Aug2018

Explosives, Inflammables, or other Dangerous and Hazardous

Cargo, or cargo of an objectionable nature, are subject to

Carrier's acceptance and special booking arrangements.

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

Consignees, and/or Owners and/or Shippers of such cargo.

Rule 16-A Hazardous Cargo Surcharge

effective date = 15Aug2018

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

20' Ctr - \$200

40' Ctr - \$300

W/M - \$35

Hazardous Surcharge: Unless otherwise noted, all shipments governed by this tariff, that contain hazardous materials (all commodities using a STCC code set forth in Chapter 48 or 49 of volume 4 of the Code of Federal Regulations) the following charge shall apply:

Europe

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USD100 (\$100) per container.

The charge shall be shown on the Bill of Lading and shall be paid by the cargo interest before release of the container to the consignee.

Any changes or corrections to information on cargo moving on a hazardous bill of lading, requested by shipper or

cargo owner after carrier has confirmed acceptance, will be assessed a charge of 250.00 per bill of lading, per occurance.

Rule 16-B Inland Hazardous Surcharge - IHCC

effective date = 15Aug2018

**UNITED KINGDOM:** 

For carrier line haulage in the United Kingdom, a charge of GBP 48 per container will be charges if the cargo is hazardous. This is only applicable on door moves within the UK. Internal abbreviation code for subject surcharge: HAZ. Note: HAZ shall not apply for commodity 'cars-imo 9 un 3166'

FRANCE:

For carrier line haulage via all motor, rail or barge or any other combination of transport mode in France, a charge of EUR 115 per container will be charged if the cargo is hazardous.

Note:

This rule is not applicable for dangerous goods in limited quantity.

Rule 17 Green Salted Hides in Foreign Commerce

effective date = 15Aug2018

Not Applicable.

Rule 18 Returned Cargo in Foreign Commerce

effective date = 15Aug2018

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

Rule 19 Shippers Requests in Foreign Commerce

effective date = 15Aug2018

A. Shippers may transmit requests, consultations and complaints to the address listed on the tariff record.

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

- C. Shippers' request for rate action must include at least the following information:
- Shipper's Name/Address/Telephone Number
- Commodity Description
- Port/Point of Loading
- Port/Point of Discharge
- Cargo Quantity
- Anticipated Shipment Date

Rule 20 Overcharge Claims

effective date = 15Aug2018

A. All claims for adjustment of freight charges must be presented to the Carrier in writing, within three (3) years after the date of the bill of lading issued by the carrier.

Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.

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

#### follows:

- Claims must contain the following original or certified documents:
- (a) Bill of Lading
- (b) Packing List
- (c) Commercial Invoice
- (d) Custom Entry Permit/Import Declaration, as applicable
- (e) Customs Export Declaration as applicable
- 2. If claim is presented to the carrier in writing, cargo may be inspected at port of loading or at destination:
- (a) By carrier's agent
- (b) Jointly by shipper or consignee and carrier's agent,or
- (c) By a marine surveyor when requested by carrier's agent.
- C. Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the Claimant of all governing Tariff provisions and Claimants rights under the Shipping Act of 1984.
- D. Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime

  Commission, Washington, D.C. 20573, pursuant to Section 11

  (g) of the Shipping Act of 1984. Such claims must be filed

within three years of the date the cause of action accrues.

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

Rule 21 Equipment Free Time, Detention and Demurrage

effective date = 15Aug2018

Please refer to the following sub-rules.

Rule 21-A US Free Time and Per Diem Charges

effective date = 06Mar2021

- 1. Free Time
  - a. Dry Container: four (4) working days.
  - b. Refrigerated/Tank Container: three (3) working days.
- c. Open top/Flat rack: three (3) working days.

Exception:

Not applicable for frozen seafood shipments in refrigerated container from Alaska.

Exception:

For shipment of Frozen Surimi in refrigerated container(s) from Seattle, WA and/or Tacoma, WA, the applicable free time shall be five (5) calendar days.

c. Additional Free Time as follows shall be allowed when equipment, having been used in the import trade, is used by the same consignee, shipper or their agent with the carrier's permission in the export trade, provided that the consignee, shipper or their agent informs the carrier of the export booking during the original free time period:

Regular Equipment: Five (5) additional calendar days

Refrigerated/Tank Equipment: Three (3) additional calendar days

# 2. Detention Charges

First day/Beyond after free time. Detention charges shall be charged as follows:

#### a. For Container/Chassis Set:

Dry Container (incl RAD) \$600 per calendar day

Reefer/Tank container \$600 per calendar day

Open top/Flat rack \$600 per calendar day

## b. For Container only without chassis:

Dry Container (incl RAD) \$600 per calendar day

Reefer/Tank container \$600 per calendar day

Open top/Flat rack \$600 per calendar day

c. Bare Chassis Equipment: \$100 per calendar day

#### NOTES:

- (i) Any days during which ocean carrier equipment is interchanged with a rail carrier shall not be included in the calculation of free time and detention charges.
- (ii) User interchanging equipment with a rail/barge carrier shall not be assessed a detention charge if the interchange occurred within the free time permitted above and the user provides, within two (2) days thereafter, with the requisite routing information and a copy of the owner's, or rail-road's/barge's equipment interchange receipt between the user and the rail/barge carrier. Carrier may assess standard free time provisions after equipment is interchanged at the destination rail/barge ramp.
- (iii) With respect to any shipment for which carrier equipment is used, the shipper, the consignee and the signatory of the equipment interchange agreement, if any, shall be jointly and severally liable for payment of all detention charges that may be imposed with respect to the use of that equipment pursuant to this Rule. This liability shall be imposed notwithstanding whether these parties have executed

an equipment interchange agreement with the ocean carrier and notwithstanding whether any equipment interchange agreement relating to such equipment shall provide for such liability.

- (iv) For the purpose of this charge, the Far East is defined to include the following countries: Australia, Bangladesh, Brunei, Cambodia, China (PRC), Hong Kong, India, Indonesia, Japan, Korea, Laos, Macau, Malaysia, Myanmar, New Zealand, Pakistan, Philippines, Singapore, Sri Lanka, Taiwan, Thailand, Vietnam.
- (v) For the purpose of this charge, Europe is defined to include the following countries: Austria, Albania, Andorra, Belgium, Bulgaria, Bosnia, Belarus, Switzerland, Czech Republic, Germany, Denmark, Spain, Estonia, France, Finland, Liechtenstein, Great Britain, Greece, Hungary, Croatia, Italy, Ireland, Luxembourg, Lithuania, Latvia, Monaco, Moldavia, Macedonia, Norway, Netherlands, Portugal, Poland, Rumania, Russia, Sweden, Slovakia, Slovenia, Turkey, Ukraine, Yugoslavia.
- (vi) For the purpose of this charge, Latin America is defined to include the following countries:

  Antigua and Barbuda, Argentina, Barbados, Brazil, The Bahamas, Belize, Chile, Colombia, Costa Rica, Dominica, Dominican Republic, Ecuador, Grenada, French Guiana, Guatemala, Guyana, Honduras, Honduras, Haiti, Jamaica, St. Kitts and Nevis, St. Lucia, Martinique, Mexico,

Nicaragua, Panama, Peru, Paraguay, Suriname, El Salvador, Trinidad and Tobago, Uruguay, St. Vincent and the Grenadines.

(vii) For the purpose of this charge, Middle East/Red Sea is defined to include the following countries: Bahrain, Iran, Kuwait, Lebannon, Oman, Qatar, United Arab Emirates, Saudi Arabia, Syria, Yemen.

Rule 21-B Additional Equipment Free Time, Detention and Demurrage

effective date = 15Aug2018

For Equipment Free Time, Detention and Demurrage terms and rates, please refer to the following rules and sub-rules.

Rule 101:

IMPORT TO USA - EQUIPMENT FREE TIME, DETENTION, DEMURRAGE

Rule 102:

EXPORT FROM USA - EQUIPMENT FREE TIME, DETENTION, DEMURRAGE

Rule 21-C Tariff Demurrage & Detention Free Time and Charge - Europe

effective date = 15Aug2018

Tariff Demurrage & Detention Free Time and Charge - Europe:

http://rates.descartes.com/WsHelp//28\_EUR\_countries\_D+D.xlsx

(In order to view the above link, please copy and paste the address into your internet browser.)

Rule 21-D DRIVER DETENTION

effective date = 06Apr2019

When in the U.S. at motor carriers option, driver remains with container, one (1) hour of free driver wait time will be provided. After expiration of 1 hour, unless otherwise agreed beforehand, the merchant will be billed U\$150 per hour or any part thereof. Shipments moved by customer nominated motor carriers will be billed to the merchant as per the individual motor carrier tariff.

Rule 21-E DEPOT/CY/TRUCKER DEMURRAGE

effective date = 12Apr2019

For loaded containers moving under Carrier Haulage (CH) conditions that are drayed to a Depot, Trucker Yard, or CY location, a pre-pull charge of either \$200 per container or the actual cost billed by the trucker, whichever is higher, will apply.

Demurrage will be charged either at \$300 per day, or the actual cost billed by the Depot or Actual Carrier, whichever is higher, will apply.

Beginning the day after the container enters the Depot,
Trucker Yard or CY location, and continuing until the day
the container exits the Depot, Trucker Yard or CY location.
The Demurrage charge is inclusive of both storage and
equipment demurrage. The foregoing charges will not be
billed to the Merchant when the container has been
pre-pulled to the Depot, Trucker Yard or CY location at the
Carriers convenience.

Rule 21-F Live Loading Free Time and Detention in Austria

effective date = 10Jun2019

Description: MWL will extend a combined 2 hours free time between the two stuffing point of Altenmarkt and Anif.

Thereafter MWL would charge US\$90 for the first additional hour and thereafter US\$110 per hour or part thereof.

Rule 22 Automobile Rates in Domestic Offshore Commerce

effective date = 15Aug2018

Not Applicable.

Rule 23 Carrier Terminal Rules and Charges

effective date = 15Aug2018

Please see the following sub-rules.

Rule 23-A General Terminal Handling Charge

effective date = 15Aug2018

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

\$500.00

Rule 23-B Terminal Handling Charge at Destination USA

effective date = 15Aug2018

The term "DESTINATION DELIVERY CHARGE" filed in the rate tariffs will have the same meaning as "Terminal Handling Charge at Destination".

# 1. DELIVERY CHARGES AT PACIFIC COAST PORTS AND HAWAII

## (A) Definitions

Delivery is defined as the service performed to more cargo from ship's tackle to place of rest on the Terminal. On cargo delivered breakbulk ex vessel, delivery is accomplished by making the cargo available at first place of rest beyond ship's tackle. On cargo delivered breakbulk ex container, delivery is accomplished by making the cargo available at carrier's

Container Freight Station.

On cargo delivered in containers, delivery is accomplished by making the container available at carrier's Container Yard. Except as otherwise provided, wharfage is included in the Delivery Charge.

- (B) Service Included in the Delivery Charge
  - For Breakbulk cargo ex vessel, delivery from ship's tackle to place where loaded into railroad cars or other vehicles, on the Terminal.
  - 2. For breakbulk cargo ex vessel, delivery from ship's tackle to place of rest on terminal, barge or lighter, including ordinary sorting and/or pilling and trucking.
  - 3. For breakbulk cargo ex container, movement of container to carrier's Container Freight Station, unloading of cargo from carrier's container at the CFS, ordinary sorting and/or pilling, and making available at CFS or pickup or loading to railroad cars or other vehicles. Loading to railroad cars or other vehicles is not included in the Delivery Charge.
  - 4. For cargo delivered intact in carrier's containers, delivery of container from ship's tackle

to a point in the Container Yard where accessible to consignee's drayman, under the provisions of Rule No. 21 of this Tariff.

- 5. Wharfage as assessed by Port Authorities or applicable terminal tariffs.
- (C) Delivery Charges (See EXCEPTIONS)
- a. On cargo (other than unitized loads) delivered at carrier's CFS, including cargo freighted at the per container rates, following Delivery Charges shall be assessed, subject to a minimum charge per Bill of Lading equal in magnitude to the current level of Delivery Charge per revenue ton:

To Pacific Coast Ports - US\$28.10 per revenue ton of the U.S.A., Alaska, and Hawaii

If cargo is freighted on a package or other basis (such as per 1,000 sq. ft.), then the Delivery Charge will be assessed on the actual weight/measurement of the cargo. The Destination CFS Delivery Charge must be shown on Bills of Lading.

Loading to trucks or other vehicles is not included in the CFS Service Charge. The cost of such loading services must in all cases, irrespective of terminology of terminal tariffs, be debited to and paid by cargo. In cases where the terminal operator debits the carrier for additional charges for loading services, the carrier must pass on such charges to the shipper.

b. Following Delivery Charges, subject to a minimum charge per Bill of Lading equal in magnitude to the current level of Delivery Charge per revenue ton shall be assessed on the following:

To Pacific Coast Ports - US\$17.60 per revenue ton of the U.S.A., Alaska, and Hawaii

- On Cargo delivered intact in carrier's containers at the Container Yard.
- 2. On unitized cargo delivered at carrier's CFS or delivered ex vessel.

This Destination Delivery Charge must be shown on the Bill of Lading.

# **EXCEPTION 1:**

Delivered at Carrier's CY (See NOTE)

The following Destination Delivery Charges are applicable to cargo freighted at the per container rates in US\$:

20-foot container - US\$370

40' x 8'6" container - 740

40' x 9'6" container - 835

45-foot container - 935

NOTE: In cases of breakbulk delivery of Yachts at the land side of the ship, the CY Delivery Charge will be applied.

When two or more items are mixed in a container and one or more of the item(s) is/are subject to a weight or measurement rate without any per container rate, the Destination Delivery Charge (DDC) for the items subject to per container rate shall be prorated based on its own per container Destination Delivery Charge and the percentage of total CBM in the container taken up by the item. The DDC Charges for the items which are subjected to weight or measurement rate without any per container rate shall be based on their respective per ton CY Service Charge times the actual revenue tons.

EXCEPTION 2: (For PRC Origin Cargo only):

Irrespective of the rating of the cargo (any quantity or per container, etc.) and irrespective of the origin made (CY or CFS, etc.), the applicable CY destination delivery charge for cargo originating in the PRC and delivered at Carrier's CY will be:

40' x 8'6" container - 740

40' x 9'6" container - 835

45-foot container - 935

#### 2. DESTINATION DELIVERY CHARGE - INTERMODAL VIA WC & EC

- (A) Delivery Charge at Destination Freight Station
  - 1. The destination CFS, DRFS or DMFS is the facility, operated by the Destination Carrier or its authorized agent, where containers are unstuffed and cargo is made available to the consignee.

The Destination Freight Station Service includes:

- a) Drayage of containers between the Destination
   Container Yard and the Destination Freight
   Station.
- b) Unstuffing containers.
- c) Ordinary sorting and stacking of cargo.
- d) Tallying and obtaining of delivery receipt from consignee or its agent.

The loading to trucks or other vehicles is not included in the CFS Service Charge. If there is such a charge for such loading service in the terminal tariff, then the cost of such service must be debited to and paid by cargo.

2. When Destination Freight Station Services are performed, following charges will be assessed per revenue ton or container subject to a minimum charge per Bill of Lading equivalent in magnitude to the current level of Delivery Charge per revenue ton rate:

Group 1, 2 and 4 Points - US\$28.10 per R/T

Group 3 Points - US\$31.00 per R/T

- 3. Charges for CFS/DRFS/DMFS Services must be paid prior to the release of the cargo and shall be shown on the Bills of Lading.
- 4. Revenue ton as used in this Rule means one kilo ton, or one cubic metre whichever produces the greater revenue. Commodities which carry rate basis other than one cubic metre or one kilo ton (i.e. per unit, etc.) will be assessed on a revenue ton of one cubic metre or one kilo ton whichever produces the greater revenue.
- (B) Delivery Charge Destination Container Yard (See EXCEPTIONS)

Where Destination Container Yard Services are performed, following charges will be assessed subject to a minimum charge per Bill of Lading equivalent in magnitude to the current per revenue ton rate. The CY Delivery Charges

are also applicable to cargo moving Store Door Delivery
Service:

Group 1, 2 and 4 Points - US\$17.60 per R/T

Group 3 Points - US\$22.60 per R/T

EXCEPTION 1: The following Destination Delivery Charges are applicable to Cargo freighted at the per container rates:

Group 1, 2 and 4 Points

20-foot container - US\$370

40' x 8'6" container - 740

40' x 9'6" container - 835

45-foot container - 935

Group 3 Points

20-foot container - US\$535

40' x 8'6" container - 1070

40' x 9'6" container - 1205

45-foot container - 1355

When two or more items are mixed in a container and one or more of the item(s) is/are subject to a weight or measurement rate without any per container rate, the Destination Delivery Charge (DDC) for the items subject to per container rate shall be prorated based on its own per container Destination Delivery Charge and the percentage of total CBM in the container taken up by the

item. The DDC charges for the items which are subjected to weight or measurement rate without any per container rate shall be based on their respective per ton CY service charge times the actual revenue tons.

## EXCEPTION 2 (For PRC Origin Cargo only):

Irrespective of the rating of the cargo (any quantity of per container, etc.) and irrespective of the origin made (CY or CFS, etc.), the applicable CY destination delivery charge for cargo originating in the PRC and delivered at Carrier's CY will be:

### For Group 1, 2 and 4 Points:

20-foot container - US\$370

40' x 8'6" container - 740

40' x 9'6" container - 835

45-foot container - 935

# For Group 3 Points:

20-foot container - US\$535

40' x 8'6" container - 1070

40' x 9'6" container - 1205

45-foot container - 1355

# (C) Change of Delivery Service

At shipper's or consignee's request, carrier may allow change of Delivery Service from CY to CFS for rates in this tariff which include CY Delivery Charge upon collection of CFS Delivery Charge as specified in this tariff. However the rate inclusive of CY Delivery Charge shall be adjusted by deducting an amount equal to CY Delivery Charge as specified in this tariff.

Request for change of delivery may only be accepted when delivery is made to one consignee at one CFS and freight/ charges to be paid by a single party.

3. DESTINATION DELIVERY CHARGE - MINILANDBRIDGE (East Coast Ports/Gulf Ports)

(A) At Destination

 a) On cargo delivered in containers at Destination Rail Yard (DRY) or Destination Motor Yard (DMY), the following delivery charges shall be assessed in US\$22.60 per revenue ton.

EXCEPTION 1: Following Destination Delivery Charges are applicable to cargo freighted at the per container rates in US\$:

20-foot container - US\$535

40' x 8'6" container - 1070

40' x 9'6" container - 1205

45-foot container - 1355

EXCEPTION 2 (For PRC Origin Cargo only):

Irrespective of the rating of the cargo (any quantity or

per container, etc.) and irrespective of the origin made (CY or CFS, etc.), the applicable CY destination delivery charge for cargo originating in the PRC and delivered at Carrier's CY will be:

20-foot container - US\$535

40' x 8'6" container - 1070

40' x 9'6" container - 1205

45-foot container - 1355

- b) When Destination Container Freight Services (DCFS) are performed in accordance with the provisions of this rule, a charge of US\$31.00 per revenue ton will apply, subject to minimum charge of US\$31.00.
- c) When two or more items are mixed in a container and one or more of the item(s) is/are subject to a weight or measurement rate without any per container rate, the destination delivery charge (DDC) for the items subject to per container rate shall be prorated based on its own per container destination delivery charge and the percentage of total CBM in the container take up by the item.

  The DDC charges for the items which are subjected to weight or measurement rate without any per container rate shall be based on their respective per ton CY service charge times the actual revenue tons.

- 2. a) The Destination Rail Freight Station (DRFS)

  Motor Freight Station (DMFS) is the facility,
  operated by the Destination Rail/Motor Carrier or
  its authorized agent, where containers are
  unstuffed and cargo is made available to the
  consignee. Destination Rail/Motor Freight Station
  Service include:
  - (i) Drayage of containers between the DRY/
    DMY and the DRFS/DMFS
  - (ii) Unstuffing containers
  - (iii) Ordinary sorting and stacking of cargo
  - (iv) Tallying and obtaining of delivery receipt from consignee or its agent

The loading to trucks or other vehicles is not included in the CFS Service Charge. If there is such a charge for such loading service in the terminal tariff, then the cost of such service must be debited to and paid by cargo.

- b) Charges for DCFS Services must be paid prior to the release of the cargo and shall be shown on the Bills of Lading.
- c) Revenue ton as used in this rule means one kilo ton, or one cubic metre whichever produces the greater revenue. Commodities which carry rate

basis other than one cubic metre or one kilo ton (i.e. per unit etc.) will be assessed on a revenue ton of one cubic metre or one kilo ton whichever produces the greater revenue.

- 3. This rule does not apply for cargo destined to Puerto Rico and Virgin Islands.
- 4. Change of Delivery Service

At shipper's or consignee's request, carrier may allow change of Delivery Service from CY to CFS for rates in this tariff which include CY Delivery Charge upon collection of CFS Delivery Charge as specified in this tariff. However the rate inclusive of CY Delivery Charge shall be adjusted by deducting an amount equal to CY Delivery Charge as specified in this tariff.

Request for change of delivery may only be accepted when delivery is made to one consignee at one CFS and freight/charges to be paid by single party.

4. DESTINATION DELIVERY CHARGES - EAST COAST ALL WATER (East Coast Ports)

Any additional Charges imposed by the local port or terminal operators per their local tariffs will be for account of cargo, and that Carrier can at their option show these charges on the Bill of Lading.

 On cargo delivered ex containers at carrier's designated CFS at destination ports, a CFS Service Charge of US\$31 per revenue ton, subject to a minimum charge of US\$31 per Bill of Lading, shall be assessed.

Service included in the CFS Service Charge are:

- a) Movement of container to carrier's CFS.
- b) Unloading of cargo from carrier's container at the CFS, ordinary sorting and/or piling, and making available at place of rest at CFS for pickup or loading to trucks or other vehicles.

Loading to trucks or other vehicles is not included in the CFS Service Charge. The cost of such loading services must in all cases, irrespective of terminology of terminal tariffs, be debited to and paid by cargo.

2. On cargo delivered in containers at carrier's designated CY at destination ports, a CY Service Charge of US\$22.60 per revenue ton, subject to a minimum charge of US\$22.60 per Bill of Lading, shall be assessed.

## **EXCEPTION 1:**

Following Destination Delivery Charges are applicable to cargo freighted at the per container rates in US\$:

20-foot container - US\$535

40' x 8'6" container - 1070

40' x 9'6" container - 1205

45-foot container - 1355

NOTE: In cases of Breakbulk delivery of Yachts at the land side of the ship, the CY Delivery Charge will be applied.

EXCEPTION 2: (For PRC Origin Cargo only):

Irrespective of the rating of the cargo (any quantity or per container, etc.) and irrespective of the origin made (CY or CFS, etc.), the applicable CY destination delivery charge for cargo originating in the PRC and delivered at Carrier's CY will be:

20-foot container - US\$535

40' x 8'6" container - 1070

40' x 9'6" container - 1205

45-foot container - 1355

When two or more items are mixed in a container and one or more of the item(s) is/are subject to a weight or measurement rate without any per container rate, the Destination Delivery Charge for the items subject to per container rate shall be prorated based on its own per

container Destination Delivery Charge and the percentage of total CBM in the container taken up by the item. The Destination Delivery Charge for the item which is subjected to weight or measurement rate without any per container rate shall be based on per ton CY Service Charge times the actual revenue ton.

- 3. "Revenue ton" as used in this Rule means one cubic metre or 1,000 kilos as freighted. Commodities which carry rate basis other than one cubic metre or 1,000 kilos (i.e., per unit, ad valorem, etc.) will be assessed the Destination Service Charges on a revenue ton of one cubic metre or 1,000 kilos, whichever produces the greater revenue.
- 4. The Destination Service Charges shall be paid prior to the release of the cargo and shall be shown on the Bills of Lading.
- 5. This rule does not apply for cargo destined to Puerto Rico and Virgin Islands.
- 6. Change of Delivery Service

At shipper's or consignee's request, carrier may allow change of Delivery Service from CY to CFS for rates in this tariff which include CY Delivery Charge upon collection of CFS Delivery Charge as specified in this tariff. However the rate inclusive of CY Delivery Charge shall be adjusted by deducting an

amount equal to CY Delivery Charge as specified in this tariff.

Request for change of delivery may only be accepted when delivery is made to one consignee at one CFS and freight/charges to be paid by single party.

Rule 23-C Terminal Handling Charge at Origin

effective date = 02Aug2019

The following charge will be assessed on all cargo received by the carrier, at origin CY, which is loaded into the container by the shipper:

Note: Not applicable to cargo received at Alaska origins.

Origin: China (Guangdong, Guangxi, Guizhou, Hainan, Yunnai)

20 PC RMB 784

40 PC RMB 1216

45 PC RMB 1582

40B PC RMB 1216

20 RE RMB 1392

40 RE RMB 2151

45 RE RMB -

40B RE RMB -

Origin: China

20 PC RMB 784

40 PC RMB 1216

45 PC RMB 1582

40B PC RMB 1216

20 RE RMB 1392

40 RE RMB 2151

45 RE RMB -

40B RE RMB -

## Origin: Hong Kong

20 PC HKD 2140

40 PC HKD 2855

45 PC HKD 3615

40B PC HKD 2855

20 RE HKD 2760

40 RE HKD 3680

45 RE HKD -

40B RE HKD -

## Origin: Macau

20 PC HKD 2140

40 PC HKD 2855

45 PC HKD 3615

40B PC HKD 2855

20 RE HKD 2760

40 RE HKD 3680

45 RE HKD -

40B RE HKD -

Origin: Taiwan

- 20 PC TWD 5600
- 40 PC TWD 7000
- 45 PC TWD 8860
- 40B PC TWD 7875
- 20 RE TWD 7280
- 40 RE TWD 10240
- 45 RE TWD -
- 40B RE TWD -

## Origin: Thailand

- 20 PC THB 2800
- 40 PC THB 4300
- 45 PC THB 4935
- 40B PC THB 4840
- 20 RE THB 3900
- 40 RE THB 5070
- 45 RE THB -
- 40B RE THB -

## Origin: Japan

- 20 PC JPY 32000
- 40 PC JPY 48000
- 45 PC JPY -
- 40B PC JPY 48000
- 20 RE JPY 42000
- 40 RE JPY 60000
- 45 RE JPY -
- 40B RE JPY -

## Origin: Korea

- 20 PC WON 130000
- 40 PC WON 180000
- 45 PC WON 227000
- 40B PC WON 180000
- 20 RE WON 230000
- 40 RE WON 345000
- 45 RE WON -
- 40B RE WON -

## Origin: Vietnam

- 20 PC VND 2300000
- 40 PC VND 3600000
- 45 PC VND 4200000
- 40B PC VND 3600000
- 20 RE VND 3300000
- 40 RE VND 4800000
- 45 RE VND -
- 40B RE VND -

## Origin: Cambodia

- 20 PC USD 125
- 40 PC USD 170
- 45 PC USD 190
- 40B PC USD 170
- 20 RE USD 180
- 40 RE USD 250
- 45 RE USD -
- 40B RE USD -

#### Origin: Malaysia (Kuantan)

- 20 PC MYR 460
- 40 PC MYR 690
- 45 PC MYR 690
- 40B PC MYR 690
- 20 RE MYR 570
- 40 RE MYR 845
- 45 RE MYR -
- 40B RE MYR -

## Origin: Malaysia (Pasir Gudang)

- 20 PC MYR 460
- 40 PC MYR 690
- 45 PC MYR 690
- 40B PC MYR 690
- 20 RE MYR 570
- 40 RE MYR 845
- 45 RE MYR -
- 40B RE MYR -

## Origin: Malaysia (Penang)

- 20 PC MYR 460
- 40 PC MYR 690
- 45 PC MYR 690
- 40B PC MYR 690
- 20 RE MYR 570
- 40 RE MYR 845
- 45 RE MYR -

#### 40B RE MYR -

Origin: Malaysia (Port Kelang)

20 PC MYR 460

40 PC MYR 690

45 PC MYR 690

40B PC MYR 690

20 RE MYR 685

40 RE MYR 1015

45 RE MYR -

40B RE MYR -

Origin: Malaysia (Tanjung Telepas)

20 PC MYR 460

40 PC MYR 690

45 PC MYR 690

40B PC MYR 690

20 RE MYR 570

40 RE MYR 845

45 RE MYR -

40B RE MYR -

Origin: Malaysia

20 PC MYR 460

40 PC MYR 690

45 PC MYR 690

40B PC MYR 690

20 RE MYR 570

40 RE MYR 845

- 45 RE MYR -
- 40B RE MYR -

## Origin: Indonesia

- 20 PC USD 95
- 40 PC USD 145
- 45 PC USD 185
- 40B PC USD 185
- 20 RE USD 175
- 40 RE USD 230
- 45 RE USD -
- 40B RE USD -

## Origin: Philippines

- 20 PC USD 170
- 40 PC USD 235
- 45 PC USD 240
- 40B PC USD 235
- 20 RE USD 210
- 40 RE USD 280
- 45 RE USD -
- 40B RE USD -

## Origin: Singapore

- 20 PC SGD 224
- 40 PC SGD 326
- 45 PC SGD 410
- 40B PC SGD 326
- 20 RE SGD 292

- 40 RE SGD 424
- 45 RE SGD -
- 40B RE SGD -

## Origin: Bangladesh

- 20 PC USD 100
- 40 PC USD 125
- 45 PC USD 165
- 40B PC USD 165
- 20 RE USD 202
- 40 RE USD 270
- 45 RE USD -
- 40B RE USD -

# Origin: Pakistan

- 20 PC USD 90
- 40 PC USD 140
- 45 PC USD 150
- 40B PC USD 140
- 20 RE USD 180
- 40 RE USD 220
- 45 RE USD -
- 40B RE USD -

## Origin: Sri Lanka

- 20 PC USD 155
- 40 PC USD 235
- 45 PC USD 287
- 40B PC USD 235

- 20 RE USD 155
- 40 RE USD 235
- 45 RE USD -
- 40B RE USD -

## Origin: India (Chennai)

- 20 PC INR 5005
- 40 PC INR 7205
- 45 PC INR 7205
- 40B PC INR 7205
- 20 RE INR 12145
- 40 RE INR 16645
- 45 RE INR -
- 40B RE INR -

# Origin: India (Cochin)

- 20 PC INR 9000
- 40 PC INR 13000
- 45 PC INR 16500
- 40B PC INR 13000
- 20 RE INR 18000
- 40 RE INR 27000
- 45 RE INR -
- 40B RE INR -

## Origin: India (Gao)

- 20 PC INR 7500
- 40 PC INR 10500
- 45 PC INR 10500

40B PC INR 10500

20 RE INR 15500

40 RE INR 17500

45 RE INR -

40B RE INR -

## Origin: India (Haldia)

20 PC INR 8900

40 PC INR 12500

45 PC INR 12500

40B PC INR 12500

20 RE INR 18700

40 RE INR 26900

45 RE INR -

40B RE INR -

## Origin: India (Kandla)

20 PC INR 4500

40 PC INR 7000

45 PC INR 7000

40B PC INR 7000

20 RE INR 8800

40 RE INR 16000

45 RE INR 16000

40B RE INR 16000

## Origin: India (Kolkata)

20 PC INR 8900

40 PC INR 12500

45 PC INR 12500

40B PC INR 12500

20 RE INR 18700

40 RE INR 26900

45 RE INR -

40B RE INR -

#### Origin: India (Mangalore)

20 PC INR 5500

40 PC INR 6500

45 PC INR 6500

40B PC INR 6500

20 RE INR 15200

40 RE INR 18000

45 RE INR -

40B RE INR -

## Origin: India (Mulund)

20 PC INR 4735

40 PC INR 7750

45 PC INR 7750

40B PC INR 7750

20 RE INR 5615

40 RE INR 9215

45 RE INR 9215

40B RE INR 9215

#### Origin: India (Mumbai)

20 PC INR 5635

40 PC INR 8255

45 PC INR -

40B PC INR 8255

20 RE INR 15790

40 RE INR 17590

45 RE INR -

40B RE INR 17590

## Origin: India (Mundra)

20 PC INR 8500

40 PC INR 12500

45 PC INR 12500

40B PC INR 12500

20 RE INR 20700

40 RE INR 27200

45 RE INR -

40B RE INR -

#### Origin: India (Nhava Sheva - GTI)

20 PC INR 6800

40 PC INR 11000

45 PC INR 11000

40B PC INR 11000

20 RE INR 17200

40 RE INR 20500

45 RE INR -

40B RE INR -

Origin: India (Nhava Sheva - JNPT)

- 20 PC INR 7750
- 40 PC INR 13000
- 45 PC INR 13000
- 40B PC INR 13000
- 20 RE INR 20000
- 40 RE INR 28500
- 45 RE INR -
- 40B RE INR -

## Origin: India (Nhava Sheva - NSICT)

- 20 PC INR 7750
- 40 PC INR 13000
- 45 PC INR 13000
- 40B PC INR 13000
- 20 RE INR 19700
- 40 RE INR 28150
- 45 RE INR -
- 40B RE INR -

## Origin: India (Panjim)

- 20 PC INR 5500
- 40 PC INR 8510
- 45 PC INR -
- 40B PC INR 8510
- 20 RE INR 17100
- 40 RE INR 27500
- 45 RE INR -
- 40B RE INR 27500

# Origin: India (Pipava)

- 20 PC INR 7200
- 40 PC INR 11200
- 45 PC INR 11200
- 40B PC INR 11200
- 20 RE INR 23000
- 40 RE INR 28000
- 45 RE INR -
- 40B RE INR -

## Origin: India (Porbandar)

- 20 PC INR 900
- 40 PC INR 1800
- 45 PC INR -
- 40B PC INR 1800
- 20 RE INR 7500
- 40 RE INR 10000
- 45 RE INR -
- 40B RE INR 10000

## Origin: India (Tuticorin)

- 20 PC INR 9000
- 40 PC INR 13000
- 45 PC INR 13000
- 40B PC INR 13000
- 20 RE INR 18000
- 40 RE INR 27000
- 45 RE INR -
- 40B RE INR -

## Origin: India (Vallarpadam)

- 20 PC INR 7423
- 40 PC INR 10901
- 45 PC INR 14108
- 40B PC INR 10901
- 20 RE INR 14497
- 40 RE INR 21789
- 45 RE INR 21789
- 40B RE INR 21789

## Origin: India (Vishakhapathnam)

- 20 PC INR 6500
- 40 PC INR 9800
- 45 PC INR 9800
- 40B PC INR 9800
- 20 RE INR 16000
- 40 RE INR 24000
- 45 RE INR -
- 40B RE INR -

## Origin: Austria

- 20 PC EUR 245
- 40 PC EUR 245
- 45 PC EUR -
- 40B PC EUR 245
- 20 RE EUR 360
- 40 RE EUR 360
- 45 RE EUR -

#### 40B RE EUR -

## Origin: Belgium

- 20 PC EUR 195
- 40 PC EUR 195
- 45 PC EUR -
- 40B PC EUR 195
- 20 RE EUR 295
- 40 RE EUR 295
- 45 RE EUR -
- 40B RE EUR -

## Origin: Czech Republic

- 20 PC EUR 245
- 40 PC EUR 245
- 45 PC EUR -
- 40B PC EUR 245
- 20 RE EUR 360
- 40 RE EUR 360
- 45 RE EUR -
- 40B RE EUR -

## Origin: Denmark

- 20 PC DKK 1080
- 40 PC DKK 1080
- 45 PC DKK -
- 40B PC DKK 1080
- 20 RE DKK 1570
- 40 RE DKK 1570

- 45 RE DKK -
- 40B RE DKK -

# Origin: Estonia

- 20 PC EUR 95
- 40 PC EUR 95
- 45 PC EUR -
- 40B PC EUR 95
- 20 RE EUR 140
- 40 RE EUR 140
- 45 RE EUR -
- 40B RE EUR -

## Origin: Finland

- 20 PC EUR 145
- 40 PC EUR 145
- 45 PC EUR -
- 40B PC EUR 145
- 20 RE EUR 235
- 40 RE EUR 235
- 45 RE EUR -
- 40B RE EUR -

## Origin: France via ANR

- 20 PC EUR 210
- 40 PC EUR 210
- 45 PC EUR -
- 40B PC EUR 210
- 20 RE EUR 345

- 40 RE EUR 345
- 45 RE EUR -
- 40B RE EUR -

Origin: France via FOS

- 20 PC EUR 210
- 40 PC EUR 210
- 45 PC EUR -
- 40B PC EUR 210
- 20 RE EUR 345
- 40 RE EUR 345
- 45 RE EUR -
- 40B RE EUR -

Origin: France via LEH

- 20 PC EUR 210
- 40 PC EUR 210
- 45 PC EUR -
- 40B PC EUR 210
- 20 RE EUR 345
- 40 RE EUR 345
- 45 RE EUR -
- 40B RE EUR -

Origin: Germany

- 20 PC EUR 245
- 40 PC EUR 245
- 45 PC EUR -
- 40B PC EUR 245

- 20 RE EUR 360
- 40 RE EUR 360
- 45 RE EUR -
- 40B RE EUR -

## Origin: Hungary

- 20 PC EUR 245
- 40 PC EUR 245
- 45 PC EUR -
- 40B PC EUR 245
- 20 RE EUR 360
- 40 RE EUR 360
- 45 RE EUR -
- 40B RE EUR -

# Origin: Ireland

- 20 PC EUR 140
- 40 PC EUR 140
- 45 PC EUR -
- 40B PC EUR 140
- 20 RE EUR 205
- 40 RE EUR 205
- 45 RE EUR -
- 40B RE EUR -

## Origin: Israel

- 20 PC USD 255
- 40 PC USD 370
- 45 PC USD -

40B PC USD 370

20 RE USD 290

40 RE USD 410

45 RE USD -

40B RE USD -

## Origin: Italy

20 PC EUR 190

40 PC EUR 190

45 PC EUR -

40B PC EUR 190

20 RE EUR 275

40 RE EUR 275

45 RE EUR -

40B RE EUR -

## Origin: Latvia

20 PC EUR 115

40 PC EUR 125

45 PC EUR -

40B PC EUR 125

20 RE EUR 115

40 RE EUR 125

45 RE EUR -

40B RE EUR -

## Origin: Lithuania

20 PC EUR 100

40 PC EUR 100

- 45 PC EUR -
- 40B PC EUR 100
- 20 RE EUR 145
- 40 RE EUR 145
- 45 RE EUR -
- 40B RE EUR -

#### Origin: Norway

- 20 PC NOK 1145
- 40 PC NOK 1145
- 45 PC NOK -
- 40B PC NOK 1145
- 20 RE NOK 1565
- 40 RE NOK 1565
- 45 RE NOK -
- 40B RE NOK -

## Origin: Netherlands

- 20 PC EUR 225
- 40 PC EUR 225
- 45 PC EUR -
- 40B PC EUR 225
- 20 RE EUR 315
- 40 RE EUR 315
- 45 RE EUR -
- 40B RE EUR -

## Origin: Poland

20 PC EUR 120

40 PC EUR 120

45 PC EUR -

40B PC EUR 120

20 RE EUR 245

40 RE EUR 245

45 RE EUR -

40B RE EUR -

## Origin: Portugal

20 PC EUR 180

40 PC EUR 180

45 PC EUR -

40B PC EUR 180

20 RE EUR 230

40 RE EUR 230

45 RE EUR -

40B RE EUR -

## Origin: Romania 4

20 PC EUR 245

40 PC EUR 245

45 PC EUR -

40B PC EUR 245

20 RE EUR 360

40 RE EUR 360

45 RE EUR -

40B RE EUR -

Origin: Romania via BRV/HAM

- 20 PC EUR 245
- 40 PC EUR 245
- 45 PC EUR -
- 40B PC EUR 245
- 20 RE EUR 360
- 40 RE EUR 360
- 45 RE EUR -
- 40B RE EUR -

## Origin: Russia

- 20 PC USD 385
- 40 PC USD 385
- 45 PC USD -
- 40B PC USD 385
- 20 RE USD 460
- 40 RE USD 460
- 45 RE USD -
- 40B RE USD -

## Origin: Slovakia

- 20 PC EUR 160
- 20 PC EUR 245
- 40 PC EUR 245
- 45 PC EUR -
- 40B PC EUR 245
- 20 RE EUR 360
- 40 RE EUR 360
- 45 RE EUR -
- 40B RE EUR -

## Origin: Slovenia

- 20 PC EUR 160
- 40 PC EUR 160
- 45 PC EUR -
- 40B PC EUR 160
- 20 RE EUR 230
- 40 RE EUR 230
- 45 RE EUR -
- 40B RE EUR -

## Origin: Spain/ Atlantic 1

- 20 PC EUR 190
- 40 PC EUR 190
- 45 PC EUR -
- 40B PC EUR 190
- 20 RE EUR 280
- 40 RE EUR 280
- 45 RE EUR -
- 40B RE EUR -

## Origin: Spain/ Canaries 1

- 20 PC EUR 190
- 40 PC EUR 190
- 45 PC EUR -
- 40B PC EUR 190
- 20 RE EUR 280
- 40 RE EUR 280
- 45 RE EUR -

#### 40B RE EUR -

Origin: Spain/ Med 1

20 PC EUR 190

40 PC EUR 190

45 PC EUR -

40B PC EUR 190

20 RE EUR 280

40 RE EUR 280

45 RE EUR -

40B RE EUR -

Origin: Sweden

20 PC SEK 1425

40 PC SEK 1425

45 PC SEK -

40B PC SEK 1425

20 RE SEK 2070

40 RE SEK 2070

45 RE SEK -

40B RE SEK -

Origin: Turkey

20 PC USD 70

40 PC USD 70

45 PC EUR -

40B PC USD 70

20 RE USD 70

40 RE USD 70

- 45 RE EUR -
- 40B RE EUR -

#### Origin: UK

- 20 PC GBP 150
- 40 PC GBP 150
- 45 PC GBP -
- 40B PC GBP 150
- 20 RE GBP 205
- 40 RE GBP 205
- 45 RE GBP -
- 40B RE GBP -

#### Origin: Ukraine Import via BRV/HAM

- 20 PC USD 280 / EUR 245
- 40 PC USD 330 / EUR 245
- 45 PC USD / EUR -
- 40B PC USD 330 / EUR 245
- 20 RE USD 320 / EUR 360
- 40 RE USD 460 / EUR 360
- 45 RE USD / EUR -
- 40B RE USD / EUR -

## Origin: Ukraine Import 4

- 20 PC USD 280
- 40 PC USD 330
- 45 PC USD -
- 40B PC USD 330
- 20 RE USD 320

```
40 RE USD 460
```

45 RE USD -

40B RE USD -

Origin: United States

20 PC USD 370

40 PC USD 740

45 PC USD -

40B PC USD 740

20 RE USD 370

40 RE USD 740

45 RE USD -

40B RE USD 740

Rule 23-D Origin Receiving Charge in China

effective date = 15Aug2018

The term "CFS Receiving Charge" filed in the rate tariffs will have the same meaning as "CFS Charge At Origin (CFO)".

On cargo delivered to CFS at loading port, the applicable CFS Receiving Charge assessed against the cargo shall be as follows:

(1) Commodities which carry rate basis other than 1 cubic meter or 1,000 kilos (i.e., per unit, ad valorem etc.) will be assessed the CFS Receiving Charge on a revenue ton of 1,000 kilos or 1 cubic meter whichever produces the greater revenue.

(2) The CFS Receiving Charge must be prepaid except for return cargo moving under Rule No. 18 and payment made prior to issuance of the Bills of Lading.

China (PRC)

a) USD17.00 per revenue ton, subject to a minimum of USD17.00, to be prepaid at origin for CFS cargo from ports/points in Guangdong Province, Guangxi Province, Hainan Province and Yunnan Province.

b) US\$35.00 per revenue ton, subject to a minimum of USD35.00, to be prepaid at origin for CFS cargo from ports/points in PRC (except Guangdong Province, Guangxi Province, Hainan Province and Yunnan Province).

Rule 23-E Terminal Handling Charge at Origin - India Sub-Continent

effective date = 15Aug2018

Please see rule 023.C for rule text.

Rule 23-F Terminal Handling Charge at Origin - Europe

effective date = 15Aug2018

The term Container Service Charge (CSC) filed in the rate

tariffs and/or in NSAs will have the same meaning as Terminal Handling CY Charge for TAS (Europe).

Terminal Handling Charge in Europe as set forth below will be assessed in Europe and on all cargo except CFS/breakbulk cargo and will be billed and collected in Europe, except when it is declared prior to shipment and in writing, that such charge will be paid in U.S.A.. Except where otherwise noted, rates are expressed by Per Container.

Rates include applicable ISPS charge (unless otherwise specified).

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Country/Region Curr 20ft 40ft 40ftHC 20ftRF 40ftRF

Austria 1 EUR 240 240 240 355 355

Belgium 1 EUR 185 185 185 270 270

Czech Republic 1 EUR 240 240 240 355 355

Denmark 1 DKK 1000 1000 1000 1475 1475

Egypt 2 \* \* \* \* \* \*

Estonia 1 EUR 185 185 185 226 226

Finland 1 EUR 135 135 135 220 220

France 1 EUR 205 205 205 335 335

France via LEH 1 EUR 205 205 205 335 335

France via FOS 1 EUR 190 190 190 280 280

France via ANR 1 EUR 185 185 185 270 270

Germany 1 EUR 240 240 240 355 355

Hungary 1 EUR 240 240 240 355 355

Great Britain (including Northern Ireland) 1,5

GBP 132 132 132 198 198

Ireland 1,3 EUR 130 130 130 198 198

Israel 1 USD 241 364 364 277 405

Italy 1 EUR 185 185 185 255 255

Latvia 1 EUR 140 140 140 174 174

Lithuania 1 EUR 164 164 164 199 199

The Netherlands 1 EUR 220 220 220 300 300

Norway 1 NOK 1076 1076 1076 1475 1475

Poland 1 EUR 115 115 115 235 235

Portugal 1 EUR 170 170 170 290 290

Romania 4 (NHZ) USD 110 135 135 210 250

Romania 4 (HAZ) USD 175 200 200

Romania via BRV 1 / HAM 1

EUR 240 240 240 355 355

Russia 1

(European side) USD 374 374 374 445 445

Slovenia via BRV 1 / HAM 1

EUR 240 240 240 355 355

Slovakia 1 EUR 240 240 240 355 355

Spain / Atlantic 1 EUR 175 175 175 270 270

Spain / MED 1 EUR 185 185 185 256 256

Spain/ Canaries 1 EUR 185 185 185 256 256

Sweden 1 SEK 1330 1330 1330 1925 1925

Ukraine Import 4 USD 369 431 431 513 666

Ukraine Import via BRV /HAM 1

EUR 240 240 240 355 355

<sup>1)</sup> Inclusive of ISPS

<sup>2)</sup> THC settled between consignee/shipper and terminal

3) THC for Out of Gauge (OOG) cargo that is lifted with

overheight spreader is at EUR 180

4) ISPS settled between consignee/shipper and port authority

5) THC for Out of Gauge (OOG) cargo that is lifted with

overheight spreader is at GBP 185

Rule 24 NVOCCs in Foreign Commerce: Bonds and Agents

effective date = 15Aug2018

A. BONDING OF NVOCCs

1) Carrier has furnished the Federal Maritime Commission

a bond in the amount of \$150,000 required by 46 CFR Part

515.21(a) to ensure the financial responsibility of the

carrier for the payment of any judgement or any

settlement made pursuant to a claim under 46 CFR Part

515.23(b) for damages arising from its transportation

related activities or orders for reparations issued

pursuant to Section 11 of the Shipping Act of 1984, 46

U.S.C. app. 1702, as amended by the Ocean Reform Shipping

Act of 1998, or any penalty assessed against the Carrier

pursuant to Section 13 thereof.

2) Bond No: 2018070125

3) Bond issued by:

American Alternative Insurance Corporation

(A Delaware Corporation)

555 College Road East

P.O. Box 5241

Princeton, NJ 08543

#### B. AGENT FOR SERVICE OF PROCESS

- 1) Carrier's agent for the service of judicial and administrative process including subpoenas follows in paragraph 3. In any instance in which the designated legal agent can not be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the carrier's legal agent for service of process.
- 2) Service of administrative processs, other than subpeonas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.
- 3) Agent for Service of Process Address:

MOL CONSOLIDATION SERVICE (AMERICA) INC.

2727 PACES FERRY ROAD

**BUILDING 2, SUITE 1650** 

ATLANTA, GA, USA 30339

TEL: 770-738-5483

#### Rule 25 Certification of Shipper Status in Foreign Commerce

effective date = 15Aug2018

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

Rule 26 Time/Volume Rates in Foreign Commerce

effective date = 15Aug2018

Not Applicable.

Rule 27 Loyalty Contracts in Foreign Commerce

effective date = 15Aug2018

Not Applicable.

Rule 28 Definitions

effective date = 15Aug2018

Explanation of definitions as used throughout this tariff,

BAF ...... Bunker Adjustment Factor

B/L ..... Bill of Lading

CAF Currency Adjustment Factor
CBM or M3 Cubic Meter
COFC Container on Flat Car
CTR Container
Cu.Ft. or cft Cubic Foot (feet)
Cwt 100 Pounds
DDC Destination Delivery Charge
EAN Except as Noted
F Fahrenheit
F.A.K Freight All Kinds
F.A.S Free Alongside Ship
FCL Full Container Load
F.I.OFree In and Out
F.I.O.S Free In, Out and Stow
FIO ST Free In and Out, Stowed and
Trimmed
F.O.B Free On Board
F.O.T Free on Truck
Ft Foot (Feet)
InInch(s)
K.D Knocked Down
Kgs or Kilo(s) Kilogram(s)
LASH Lighter Aboard Ship
lb(s) Pound(s)
LCL Less than Container Load
L.T Long Ton (2240 pounds)
Ltd Limited
Max Maximum
Min Minimum

MLB Mini-Landbridge
No Number
NVOCC Non-Vessel Operating Common
Carrier
R/T Revenue Ton
SOC Shipper Owned Container
SOTC Shipper Owned Tank Container
SU Set Up
THC Terminal Handling Charge
TLI Tariff Line Item
TOFC Trailer on Flat Car
Ton Weight or Measurement as
Freighted
T.T.S Telegraphic Transfer Selling
Rate
Rate U.S. or U.S.A United States of America
U.S. or U.S.A United States of America
U.S. or U.S.A United States of America  Viz Namely
U.S. or U.S.A United States of America  Viz Namely  VOCC Vessel Operating Common Carrier
U.S. or U.S.A United States of America  Viz Namely  VOCC Vessel Operating Common Carrier  X Times (measurement to weight
U.S. or U.S.A United States of America  Viz Namely  VOCC Vessel Operating Common Carrier  X Times (measurement to weight ration factor)
U.S. or U.S.A

ALL INCLUSIVE - means that an individual rate publication shall not be subject to the governing CAF, BAF and THC; refer to Rule No. 2.

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

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

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

EXPLOSIVE CARGO - means cargo falling within Class A, B and C explosives as defined in Rule No. 16.

FREE OUT - means the application of the Terminal Charges are for the account of the cargo.

LABEL CARGO - means cargo requiring White, Yellow, Red, Red Gas, Green Gas, Poison Gas and Tear Gas labels as shown. See Rule No. 16

LINER OUT - means that the Line (Carrier) will pay the Terminal Charges.

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

NON-HAZARDOUS - means non-label cargo which is permitted stowage between decks or under deck (other than Magazine) under C.F.R. Title 46 - shipping, as amended from time to time, and such cargo will be rated in accordance with the rates applicable therefor as provided in the tariff item.

ONE COMMODITY - means any or all the articles described in any one rate item in this Tariff.

REVENUE TON - means 1,000 kilos or 1 cubic meter as freight charges are assessed.

SHIPMENT - means a quantity of goods, tendered by one Consignor on one Bill of Lading at one port/point of origin at one time in one or more containers for one Consignee at one port/point of destination.

STUFFING, UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from containers.

WORKING DAY - means each calendar day, excepting Saturday, Sundays and Holidays, between 8:00 A.M. and 5:00 P.M.

Rule 29 Symbols

#### effective date = 15Aug2018

RATE BASIS HAZARD CODES

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AV Ad Valorem A IMO Stow Category A

EA Each (As Defined) B IMO Stow Category B

LS Lump Sum C IMO Stow Category C

M Measure D IMO Stow Category D

MBF 1000 Board Feet E IMO Stow Category E

PC Per Container HAZ Hazardous

W Weight NHZ Non-Hazardous

WM Weight/Measure N/A Not Applicable

## CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

#### **SIZES**

----

LTL LESS THAN LOAD 43 43FT

20 20FT 45S 45FT 8'0"

24 24FT 45 45FT 8'6"

35 35FT 45A 45FT 9'0" HIGH CUBE

40S 40FT 8'0" 45B 45FT 9'6" HIGH CUBE

40 40FT 8'6" 45X 45FT ANY HEIGHT

40A 40FT 9'0" HIGH CUBE 48 48FT

40B 40FT 9'6" HIGH CUBE 53 53FT

40X 40FT ANY HEIGHT N/A NOT APPLICABLE

42 42FT

**TYPES** 

----

AC Atmosphere Control OT Open Top

DF Drop Frame PC Dry

FB Flat Bed PL Platform

FR Flat Rack RE Reefer

GC Garment Container TC Tank

HH Half Height TL Top Loader

IN Insulated TR Trailer

N/A Non-Containerized VR Vehicle Racks

Cargo/Not Applicable

TEMPERATURE SERVICE

-----

AC Artificial Atmosphere B Barge

Control D Door

CLD Chilled M Motor

FRZ Frozen R Rail Yard

HTD Heated S Container Freight

N/A Not Applicable/Not Station

Operating U Rail Siding

RE Refrigerated X Team Tracks

VEN Ventilated Y Container Yard

## SYMBOL EXPLANATION

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- (A).....Increase
- (C).....Change in wording which results in neither
  Increase nor Reduction
- (E).....Expiration

(l)	New or Initial Matter
(R).	Reduction
(P).	Extension of Service to Additional
	Port(S)/Point(S)
(S).	Special Case Matter
(T).	Terminal Rates, Charges or Provisions over which
	carrier has no control
(W)	Same Day Withdrawal of Erroneous Data
(X).	Exemption for Controlled Carrier Data in
	U.S./Bilateral Trades
X	Times (Measurement to Weight Ratio Factor)
	Percent
	Foot (Feet)
	Inch(es)
	And
	Dollar(s)
	or (Per)
,	or (F 61)
INL	AND TRANSPORTATION MODES WEIGHT
В	Barge KGS Kilograms
М	Motor KT 1000 Kgs (Metric Ton)
MB	Motor/Barge LBS Pounds
MR	Motor/Rail LT Long Ton (2240 LBS)
N/A	Not Applicable ST Short Ton (2000 LBS)
R	Rail
RB	Rail/Barge

VOLUME LENGTH, WIDTH AND HEIGHT

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CBM Cubic Meter CM Centimeters

CFT Cubic Feet FT Feet

IN Inches

M Meters

# SERVICE CODE EXPANSION TABLE

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

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

Rule 30 Access to Tariff Information

effective date = 15Aug2018

#### PAPER COPIES OF TARIFF MATERIAL:

Tariff subscription fee, which includes corrections,

supplements, amendments, and/or reissues is \$1000.00 per year or part thereof. Remittance must accompany all requests for initial copy of tariff. Payment of subscription renewals is due each January 1 for the ensuing calendar year.

#### **DATA ELEMENT:**

Access to tariff information can be obtained through two sites:

 Through the Publishing Office at the Address listed in the Tariff Record. The fee for this on-site service will be \$57.00 USD per hour. Paper copies of tariff material may be obtained for a fee of \$1.00 USD per page.

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

Rule 31 Seasonal Discontinuance

effective date = 15Aug2018

Not Applicable.

Rule 32 Reserved for Future Use

effective date = 15Aug2018

This rule intentionally left blank.

Rule 33 Project Rates

effective date = 15Aug2018

Not Applicable.

Rule 34 Terminal Tariffs

effective date = 15Aug2018

Not Applicable.

Rule 35 NVOCC SERVICE ARRANGEMENTS (NSA)

effective date = 05Sep2018

As per Part 531 NVOCC Service Arrangements of the CFR,
Carrier has elected to utilize a combination of NVOCC
Service Arrangements (NSAs), and Open Tariff Rates.

**DEFINITIONS:** 

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An "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

defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.

A "Tariff Rate" means a price stated in a tariff for providing a specified level of transportation service for a stated cargo quantity, from origin to destination, on and after a stated effective date or within a defined time frame.

**EXTENT OF ACTIVITY:** 

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Carrier participates in NSAs and utilizes Open Tariff
Rates. As required by Part 531.4 of the CFR, the governing
rule publication is available to the public at
http://rates.descartes.com free of charge.

Rule 36 Tariff Title Page

effective date = 21Jan2019

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

FMC ORGANIZATION NUMBER: 027327

LOCATION OF TARIFF: http://rates.descartes.com

MOL WORLDWIDE LOGISTICS, LIMITED

(A NON-VESSEL OPERATING COMMON CARRIER)

-----

Units B-D, 11/F, KC100

100 Kwai Cheong Road

Kwai Chung, N.T. Hong Kong

TEL: 852-2823-8075

OCEAN FREIGHT TARIFF NO. 001 NAMING

LOCAL AND THROUGH COMMODTIY RATES AND CHARGES

AND GOVERNING RULES AND REGULATIONS APPLYING THERETO

BETWEEN PORTS AND POINTS IN THE U.S.A.

AND WORLD PORTS AND POINTS

Rule 100 General Rate Increases - GRIs

effective date = 15Aug2018

Please see the following sub-rules for specific General Rate Increases ("GRIs"), and applicable dates.

Rule 101 IMPORT TO USA - EQUIPMENT FREE TIME, DETENTION, DEMURRAGE

effective date = 15Aug2018

Please refer to the following sub-rules.

Rule 101-A Use of Carrier Equipment

effective date = 15Aug2018

This rule contains details on the use of Carrier's equipment, detention in countries exporting to the United States and in the United States.

Rule 101-B Equipment Free Time & Detention on CY Cargo - Destination US

effective date = 15Aug2018

- Loaded Containers which are removed from destination container yards, terminals or container depots by
   Consignee or its agent for unstuffing at Consignee's expense and risk, are subject to the following conditions:
  - a. Containers must be returned by Consignee to the CY or terminal from which they were removed unless Carrier agrees to accept delivery at another CY or terminal.
  - b. Containers may only be interchanged during the regular

working day unless prior arrangements are made for interchange at other times. All containers delivered

stuffed per this Rule will be transported subject to

Shipper's load and count.

Shippers, consignees, and their agents must assume full

responsibility for the safety of the containers, rail

trailers, and motor equipment while in their possession

and for the safe return thereof to the Member or its

agents.

(1) The use of containers, rail trailers, or motor

equipment by the consignee or his agent is limited to

the removal by the consignee or his agent of loaded

containers, rail trailers, or motor equipment, as

appropriate, from a destination port CY, DRT, DMT, or

destination CY for unstuffing and the return of such

containers, rail trailers, or motor equipment empty.

Unless otherwise authorized by the Carrier, empty

containers, rail trailers, and motor equipment shall

be returned to the destination port CY, DRT, DMT, or

destination CY from which they were removed.

(2) All expenses in connection with the delivery of

loaded containers, rail trailers, and motor equipment

and the unstuffing thereof shall be for the account of

the cargo.

EXCEPTION: The cost of lifting containers, rail

trailers, or motor equipment to and from chassis, trucks, or rail cars, as appropriate, when such service is performed at the Carrier's destination port CY, DRT, DMT, or destination CY, is to be borne by the Member. In no instance will this service exceed more than one lift-on of a loaded container, rail trailer, or motor equipment and one lift-off of an empty container, rail trailer, or motor equipment, excluding any movement that may be required during the actual operations within the destination port CY, DRT, DMT, or destination CY.

#### (3) Under Storedoor Service

- (a) The use of containers, rail trailers, or motor equipment by the consignee or his agent under store-door service is limited to the shifting of loaded containers, rail trailers, or motor equipment within the specified storedoor location for unstuffing and the return of such equipment to the Carrier or his agent at such location empty.
- (b) All expenses in connection with the delivery of loaded containers, rail trailers, or motor equipment at the storedoor location where delivered, the subsequent unstuffing thereof, and the return of the empty containers, rail trailers, or motor equipment to the Carrier or his agent at such location shall be for the account of the

cargo.

- (4) All relevant provisions in this tariff shall apply.
- (5) When consignees and/or their agents return empty containers, rail trailers, or motor equipment to the Member's custody after unstuffing, they must assume full responsibility for cleaning out all the materials used for securing the shipment with reasonable sweeping of the floor of the equipment.

Rule 101-C Equipment Free Time & Detention - Origin TPEB

effective date = 07Jul2021

For Japan - see Rule 101-D.

For the purposes of this rule, counting of free time and detention charge for specialized containers would be the same as reefer cargo and that for bulk, tank, open top, hard top, ventilated and flat rack containers would be the same as dry cargo, unless otherwise specified.

A. Use of Carrier's Container by Shipper or Consignee

The use of carrier's container by shipper, consignee, or agent thereof, is limited to the following:

- Removal by shipper or his agent of carrier's container when available, with or without Skeletal Semi-Trailers/Chassis, from CY for stuffing and return to the CY designated by carrier.
- Removal by consignee or his agent of loaded carrier's container, with or without Skeletal Semi-Trailers/
   Chassis, from destination CY for stripping and return to CY designated by carrier.
- 3. Unless otherwise specifically designated by carrier, containers and/or Skeletal Semi-Trailers /Chassis, shall be returned to the CY from which removed.
- 4. Shippers, consignees and/or their authorized representatives must assume full responsibility for the safety of the containers and/or Skeletal Semi-Trailers/Chassis, while in their possession and the safe return thereof to the carrier.
- 5. It is the responsibility of the consignee and/or his agent to have all dunnage, debris, etc, removed from the container prior to the return of the empty equipment to the carrier or his agent. In the event that the container is not returned empty and clean as described above, carrier or his agent will arrange cleaning, and the cost of this cleaning is to be paid by the consignee.

- 6. Notwithstanding anything in this rule to the contrary, for containers received at a Carrier's nominated off dock CY for Laem Chabang Port, carrier will collect the applicable Laem Chabang Gate Charge and full container lift off charge per local terminal tariff for the account of the cargo. For containers received at any dock, the applicable gate charge and full container lift off charge per local terminal tariff for the account of cargo.
- 7. All expenses in connection with pick-up/delivery of empty/loaded containers from/to CY and stuffing/ stripping outside CFS shall be for account of the cargo.
- 8. For Fireworks, the cost of empty release from stack to barge and full load on vessel from barge should be for account of the Carrier.
- 9. Carrier may dispatch empty container(s) directly from an inbound consignee's location for outbound shipments for the same entity. In such instance the detention rules of the tariff shall apply.
- 10. In Malaysia, Carrier is not allowed to provide any chassis to shippers. (Exception: for provision of chassis with generator set attached, please refer to rule 101-B).

- 11. In Hong Kong, if the carrier is invoiced by the trucker for additional charges for services requested by the shipper and such services are beyond the normal trucking services, the carrier is obliged to collect these additional charges from the shipper.
- 12. In Philippines, it is understood that if a shipment is tendered on a Manila Bill of Lading and the container is positioned to the outport, the cost of positioning the container to the outport and returning to Manila shall be borne by the shipper.

EXCEPTION: Cost of lifting containers to or from chassis, truck or rail cars, when such service is performed at carrier's designated Container Yard, is included in charges assessed under Rule No. 23 at Origin Ports in this tariff at Destination Points. In no instance will this service exceed more than one lift-on of an empty container and one lift-off of a loaded container per shipment at origin ports and one lift-on of a loaded container and one lift-off of an empty container per shipment at destination ports, excluding any movement that may be required during the actual operations within the CY or alongside the vessel. This exception does not cover transfer charges levied by Terminal Operators.

B. Free Time and Detention at Destination Ports and Points

Refer to Rule 101-B.

# C. Origin Free Time and Detention

Container/Equipment Detention Charges and Free Time
Allowed at Base Loading Ports

#### 1. FREE TIME

When shipper or his agents removes containers from CY or CD for stuffing as provided in Rule No. 101

Free time for each container shall be:

- a) China, People Republic of (PRC):
- Guangdong Province, China

For Dry Container - 7 calendar days

For Refrigerated Container - 3 calendar days

For Open-Top/Flat-Rack Container - 3 calendar days

- Fujian Province, China

For Dry Container - 7 calendar days

For Refrigerated Container - 4 calendar days

For Open-Top/Flat-Rack Container - 4 calendar days

- All Other Provinces, China

For Dry Container - 7 calendar days

For Refrigerated Container - 5 calendar days

For Open-Top/Flat-Rack Container - 5 calendar days

# b) Hong Kong

For Dry Container - 7 calendar days

For Refrigerated Container - 3 calendar days

For Open-Top/Flat-Rack Container - 3 calendar days

c) Indonesia (except Indonesia locations shown below)

For Dry Container - 3 calendar days

For Refrigerated Container - 3 calendar days

For Open-Top/Flat-Rack Container - 3 calendar days

## Bitung

For cargo moving under a Jakarta or Surabaya Bill of Lading and submission by shipper of

a feeder vessel Bill of Lading to verify

that cargo had in fact moved from Bitang

- 30 calendar days

#### Sampit

For cargo moving on an Indonesian Bill of Lading

- 21 calendar days
- d) Korea (see Exception)

For Dry Container - 14 business days

For Refrigerated Container - 5 business days

For Open-Top/Flat-Rack Container - 5 business days

Exception (all types of equipment)

Electric Goods, All Kind; Footwear
and Footwear Components, Tires and

Tubes and Bicycles - 21 calendar days

e) Macao (See Note) - 3 days

f) Malaysia [See Exception]

- Port Kelang, Penang, Pasir Gudang, Kuatan and Tanjung Pelepas

For Dry Container - 5 calendar days

For Refrigerated Container - 3 calendar days

For Open-top/Flat-Rack Container - 3 calendar days

- K. Kinabalu

For Dry Container - 6 calendar days

For Refrigerated Container - 3 calendar days

For Open-top/Flat-Rack Container - 3 calendar days

- Kuchin

For Dry Container - 7 calendar days

For Refrigerated Container - 3 calendar days

For Open-top/Flat-Rack Container - 3 calendar days

```
EXCEPTION:
The following public holidays are exempted from counting
free time:
a) the Ramadhan (i.e. Idul Fitr) Holidays from August
15, 2012 to August 22, 2012.
b) the Eid al-Fitr Holidays from August 6, 2013 to
August 13, 2013.
c) the Eid al-Fitr Holidays from July 23, 2014 to July
30, 2014
d) the EID AL-FITR Holidays from July 14, 2015 to July
21, 2015.
g) Philippines
1) Free Time for Container Equipment only (see Exception)
For Dry Container

    5 days excluding

Saturdays, Sundays &
Holidays
For Refrigerated Container - 3 days excluding
Saturdays, Sundays &
Holidays
For Open-top/Flat-Rack Container - 3 days excluding
Saturdays, Sundays &
Holidays
Exception (all types of equipment):
```

For containers positioned by

Shippers to the outports but

Movement of same as export full

Box eventually moving under

Manila bill of lading only:

Cebu, Legaspi, Marivelles - 10 calendar days

General Santos, Davao, Zamboanga - 20 calendar days

Iloilo, Pulupandan, Cagayan de

Oro, Bugo - 15 calendar days

Outports NOS - 15 calendar days

2) Free Time for Chassis only:

Free time applies to chassis

Removed from CY or DC - zero (0) day

h) Singapore

For Dry Container - 5 days excluding

Saturdays, Sundays

& Holidays

For Refrigerated Container - 3 days excluding

Saturdays, Sundays

& Holidays

For Open-top/Flat-Rack Container - 3 days excluding

Saturdays, Sunday,

& Holidays

For cargo from Batam, Jambi,

Lampong, Banjarmasin, Pontianak And Sampit moving on a Singapore Bill of Lading. - 10 days excluding Saturdays, Sundays & Holidays For cargo from Perawang and Pekan Baru moving on a Singapore Bill of Lading. - 15 days excluding Saturdays, Sundays & Holidays i) Taiwan For Dry Container - 5 business days For Refrigerated Container - 3 business days For Open-Top/Flat-Rack Container - 3 business days j) Thailand (see Exception) For Dry Container - 5 calendar days For Refrigerated Container - 3 calendar days For Open-Top/Flat-Rack Container - 3 calendar days Exception: a) Auto Wiring Harness (all types of equipment) - 168 Hours b) The following public holidays shall be exempted from counting free time:

a) the Songkran Holiday from April 11, 2015 to

April 15, 2015.

k) Vietnam (See Exception)

- 3 days

excluding Sundays

and Holidays.

#### **EXCEPTION:**

The following public holidays shall be exempted from counting free time:

- a) the New Year Holiday on January 1, 2015
- b) the Lunar New Year Holidays from February 17, 2015 to February 23, 2015
- c) the King Hung Anniversary Holiday, the Victory Day and Labor International Day from April 28, 2015 to May 1,

2015

- d) deleted
- e) the National Day Holiday on September 2, 2015
- l) Myanmar (Burma) 3 calendar days
- m) All other origins per local

terminal tariff.

Free time shall commence with the first midnight after removal of the equipment from the on dock/off dock CY or CD, except that the hours of Sundays or

Legal holidays will not be counted when computing free time, unless indicated above. Container must be returned to the CY from which obtained unless otherwise directed by carrier.

In the event shipper incurs and has paid destination charges where cargo has been shut out due to conditions beyond shippers control or the vessel, shipper may petition MOL for an extension of free time and a refund of detention charges attributable to the period during which the cargo was shut out. Shipper shall submit to MOL within 30 days of payment of charges a sworn statement describing the circumstances in detail, accompanied supporting documentation.

For the purpose of this provision, "force majeure" is defined as including work stoppages, strikes, accidents, casualties, lockouts, fire, road, marine or rail disasters, Acts of God, governmental restraints, war or hostility, embargoes, or other similar conditions, but shall exclude commercial contingencies.

An extension of free time and a refund of the detention charges described in the preceding paragraph shall be granted if (i) MOL determines, based on the documentation provided by shipper, that the shut out of the cargo was caused by circumstances beyond shipper's control or the delay or cancellation of a vessel and (ii) the cargo was tendered to Carrier for loading on the first vessel call

after the expiration of free time as extended by the period of the shut out. If one or both of the foregoing conditions is not satisfied, shipper shall not be entitled to any extension of free time or refund of detention charges.

For the purposes of this rule, for those base ports where Carrier is prohibited from naming off dock CY's, the term "CY" in this Rule shall in such instances refer only to the on dock facility.

NOTE: Containers arriving Macau by barge or vessel need not go first to carrier's CY. Such containers may be delivered directly to shippers premises and may be returned either to Carrier's CY or direct to barge or vessel for transport to Hong Kong.

 Detention Charges for each 24 hours or fraction thereof after expiring of Free time (per Calendar Day)

Origin: China

- a) Guangdong Province, China
- 1) For Each Dry Freight Container:

Days Container Charge

----

1 - 10 20-ft (20') CNY 150.00 40-ft (40') CNY 200.00 40-ft (40H') CNY 200.00 45-ft (45') CNY 250.00

11 & up 20-ft (20') CNY 250.00 40-ft (40') CNY 300.00 40-ft (40H') CNY 300.00 45-ft (45') CNY 350.00

# 2) For Each Refrigerated Container:

Days Container Charge

1 - 10 20-ft (20') CNY 375.00 40-ft (40') CNY 520.00 40-ft (40H') CNY 520.00

11 - 30 20-ft (20') CNY 455.00 40-ft (40') CNY 630.00 40-ft (40H') CNY 630.00

31 & up 20-ft (20') CNY 570.00 40-ft (40') CNY 790.00 40-ft (40H') CNY 790.00

3) For Each Open-Top/Flat-Rack Container:

# Days Container Charge

- 1 10 20-ft (20') CNY 375.00 40-ft (40') CNY 520.00 40-ft (40H') CNY 520.00
- 11 30 20-ft (20') CNY 455.00 40-ft (40') CNY 630.00 40-ft (40H') CNY 630.00
- 31 & up 20-ft (20') CNY 570.00 40-ft (40') CNY 790.00 40-ft (40H') CNY 790.00
- b) Fujian Province, China
- 1) For Each Dry Freight Container:

# Days Container Charge

- 1 10 20-ft (20') CNY 70.00 40-ft (40') CNY 140.00 40-ft (40H') CNY 140.00 45-ft (45') CNY 170.00
- 11 30 20-ft (20') CNY 85.00 40-ft (40') CNY 180.00 40-ft (40H') CNY 180.00 45-ft (45') CNY 220.00

31 & up 20-ft (20') CNY 160.00 40-ft (40') CNY 320.00 40-ft (40H') CNY 320.00 45-ft (45') CNY 400.00

# 2) For Each Refrigerated Container:

Days Container Charge

1 - 6 20-ft (20') CNY 240.00 40-ft (40') CNY 375.00 40-ft (40H') CNY 375.00

7 - 30 20-ft (20') CNY 320.00 40-ft (40') CNY 470.00 40-ft (40H') CNY 470.00

31 & up 20-ft (20') CNY 965.00 40-ft (40') CNY 1,340.00 40-ft (40H') CNY 1,340.00

3) For Each Open-Top/Flat-Rack Container:

Days Container Charge

1 - 6 20-ft (20') CNY 240.00 40-ft (40') CNY 375.00 40-ft (40H') CNY 375.00

- 7 30 20-ft (20') CNY 320.00 40-ft (40') CNY 470.00 40-ft (40H') CNY 470.00
- 31 & up 20-ft (20') CNY 965.00 40-ft (40') CNY 1,340.00 40-ft (40H') CNY 1,340.00
- c) All Other Provinces, China
- 1) For Each Dry Freight Container:

Days Container Charge

- 1 10 20-ft (20') CNY 85.00 40-ft (40') CNY 170.00 40-ft (40H') CNY 170.00 45-ft (45') CNY 210.00
- 11 30 20-ft (20') CNY 130.00 40-ft (40') CNY 255.00 40-ft (40H') CNY 255.00 45-ft (45') CNY 320.00
- 31 & up 20-ft (20') CNY 260.00 40-ft (40') CNY 505.00 40-ft (40H') CNY 505.00 45-ft (45') CNY 640.00

# 2) For Each Refrigerated Container:

Days Container Charge

---- ------

- 1 10 20-ft (20') CNY 295.00 40-ft (40') CNY 560.00 40-ft (40H') CNY 560.00
- 11 30 20-ft (20') CNY 440.00 40-ft (40') CNY 840.00 40-ft (40H') CNY 840.00
- 31 & up 20-ft (20') CNY 880.00 40-ft (40') CNY 1,680.00 40-ft (40H') CNY 1,680.00
- 3) For Each Open-Top/Flat-Rack Container:

Days Container Charge

---- ------

- 1 10 20-ft (20') CNY 295.00 40-ft (40') CNY 560.00 40-ft (40H') CNY 560.00
- 11 30 20-ft (20') CNY 440.00 40-ft (40') CNY 840.00 40-ft (40H') CNY 840.00

31 & up 20-ft (20') CNY 880.00 40-ft (40') CNY 1,680.00 40-ft (40H') CNY 1,680.00

Origin: Hong Kong/Macao:

1) For Each Dry Freight Container:

Days Container Charge

1 - 5 20-ft (20') HKD 375.00 40-ft (40') HKD 675.00 40-ft (40H') HKD 675.00 45-ft (45') HKD 750.00

6 & up 20-ft (20') HKD 525.00 40-ft (40') HKD 825.00 40-ft (40H') HKD 825.00 45-ft (45') HKD 975.00

2) For Each Refrigerated Container:

Days Container Charge

1 - 5 20-ft (20') HKD 638.00 40-ft (40') HKD 825.00 40-ft (40H') HKD 825.00

6 & up 20-ft (20') HKD 788.00

40-ft (40') HKD 1125.00 40-ft (40H') HKD 1125.00

# 3) For Each Open-Top/Flat-Rack Container:

Days Container Charge

1 - 10 20-ft (20') HKD 638.00 40-ft (40') HKD 825.00 40-ft (40H') HKD 825.00

11 - 30 20-ft (20') HKD 788.00 40-ft (40') HKD 1125.00 40-ft (40H') HKD 1125.00

Origin: Indonesia

1) For each dry freight container:

Days Container Charge

1 - 5 20-ft (20') USD 10.00 40-ft (40') USD 15.00 40-ft (40H') USD 15.00 45-ft (45') USD 21.00

6 - 10 20-ft (20') USD 20.00 40-ft (40') USD 30.00 40-ft (40H') USD 30.00 11 & up 20-ft (20') USD 30.00 40-ft (40') USD 45.00 40-ft (40H') USD 45.00 45-ft (45') USD 63.00

# 2) For each refrigerated container:

Days Container Charge
---1 - 5 20-ft (20') USD 50.00
40-ft (40') USD 75.00
40-ft (40H') USD 75.00

- 6 10 20-ft (20') USD 75.00 40-ft (40') USD 100.00 40-ft (40H') USD 100.00
- 11 & up 20-ft (20') USD 100.00 40-ft (40') USD 125.00 40-ft (40H') USD 125.00
- 3) For Each Open-Top/Flat-Rack Container:

Days Container Charge
---1 - 5 20-ft (20') USD 50.00
40-ft (40') USD 75.00

6 - 10 20-ft (20') USD 75.00 40-ft (40') USD 100.00 40-ft (40H') USD 100.00

11 & up 20-ft (20') USD 100.00 40-ft (40') USD 125.00 40-ft (40H') USD 125.00

Origin: Korea

1) For Each Dry Freight Container:

Days Container Charge

Per Day 20-ft (20') KRW 5,000.00 40-ft (40') KRW 7,000.00 40-ft (40H') KRW 7,000.00 40-ft (40H') KRW 7,000.00

2) For Each Refrigerated Container:

Days Container Charge

Per Day 20-ft (20') KRW 20,000.00 40-ft (40') KRW 30,000.00 40-ft (40H') KRW 30,000.00 3) For Each Open-Top/Flat-Rack Container:

Days Container Charge

Per Day 20-ft (20') KRW 20,000.00 40-ft (40') KRW 30,000.00 40-ft (40H') KRW 30,000.00

Origin: MALAYSIA

- a) Port Kelang, Penang, Pasir Gudang, Kuatan and Tanjung Pelepas
- 1) For Each Dry Freight Container:

Days Container Charge

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- 1 5 20-ft (20') MYR 35.00 40-ft (40') MYR 55.00 40-ft (40H') MYR 55.00 45-ft (45') MYR 75.00
- 6 10 20-ft (20') MYR 70.00 40-ft (40') MYR 105.00 40-ft (40H') MYR 105.00 45-ft (45') MYR 145.00
- 11 & up 20-ft (20') MYR 105.00 40-ft (40') MYR 155.00

40-ft (40H') MYR 155.00 45-ft (45') MYR 220.00

# 2) For Each Refrigerated Container:

Days Container Charge

- 1 5 20-ft (20') MYR 175.00 40-ft (40') MYR 260.00 40-ft (40H') MYR 260.00
- 6 10 20-ft (20') MYR 260.00 40-ft (40') MYR 350.00 40-ft (40H') MYR 350.00
- 11 & up 20-ft (20') MYR 345.00 40-ft (40') MYR 430.00 40-ft (40H') MYR 430.00
- 3) For Each Open-Top/Flat-Rack Container:

Days Container Charge

- 1 5 20-ft (20') MYR 175.00 40-ft (40') MYR 260.00 40-ft (40H') MYR 260.00
- 6 10 20-ft (20') MYR 260.00 40-ft (40') MYR 345.00

11 & up 20-ft (20') MYR 345.00 40-ft (40') MYR 430.00 40-ft (40H') MYR 430.00

- b) K.Kinabalu
- 1) For Each Dry Freight Container:

Days Container Charge

- 1 5 20-ft (20') MYR 35.00 40-ft (40') MYR 55.00 40-ft (40H') MYR 55.00 45-ft (45') MYR 75.00
- 6 10 20-ft (20') MYR 70.00 40-ft (40') MYR 105.00 40-ft (40H') MYR 105.00 45-ft (45') MYR 145.00
- 11 & up 20-ft (20') MYR 105.00 40-ft (40') MYR 155.00 40-ft (40H') MYR 155.00 45-ft (45') MYR 220.00
- 2) For Each Refrigerated Container:

- 1 5 20-ft (20') MYR 175.00 40-ft (40') MYR 260.00 40-ft (40H') MYR 260.00
- 6 10 20-ft (20') MYR 260.00 40-ft (40') MYR 345.00 40-ft (40H') MYR 345.00
- 11 & up 20-ft (20') MYR 345.00 40-ft (40') MYR 430.00 40-ft (40H') MYR 430.00
- 3) For Each Open-Top/Flat-Rack Container:

Days Container Charge

---- ------

- 1 5 20-ft (20') MYR 175.00 40-ft (40') MYR 260.00 40-ft (40H') MYR 260.00
- 6 10 20-ft (20') MYR 260.00 40-ft (40') MYR 345.00 40-ft (40H') MYR 345.00
- 11 & up 20-ft (20') MYR 345.00 40-ft (40') MYR 430.00 40-ft (40H') MYR 430.00

- c) Kuchin
- 1) For Each Dry Freight Container:

- 1 5 20-ft (20') MYR 55.00 40-ft (40') MYR 50.00 40-ft (40H') MYR 80.00 45-ft (45') MYR 110.00
- 6 10 20-ft (20') MYR 70.00 40-ft (40') MYR 105.00 40-ft (40H') MYR 105.00 45-ft (45') MYR 145.00
- 11 & up 20-ft (20') MYR 105.00 40-ft (40') MYR 155.00 40-ft (40H') MYR 155.00 45-ft (45') MYR 155.00
- 2) For Each Refrigerated Container:

Days Container Charge

1 - 5 20-ft (20') MYR 175.00 40-ft (40') MYR 260.00 40-ft (40H') MYR 260.00

- 6 10 20-ft (20') MYR 260.00 40-ft (40') MYR 345.00 40-ft (40H') MYR 345.00
- 11 & up 20-ft (20') MYR 345.00 40-ft (40') MYR 430.00 40-ft (40H') MYR 430.00
- 3) For Each Open-Top/Flat-Rack Container:

- 1 5 20-ft (20') MYR 175.00 40-ft (40') MYR 260.00 40-ft (40H') MYR 260.00
- 6 10 20-ft (20') MYR 260.00 40-ft (40') MYR 345.00 40-ft (40H') MYR 345.00
- 11 & up 20-ft (20') MYR 345.00 40-ft (40') MYR 430.00 40-ft (40H') MYR 430.00

Origin: Philippines

1. For each dry freight container:

- 1 5 20-ft (20') PHP 665.00 40-ft (40') PHP 1,060.00 40-ft (40H') PHP 1,060.00 45-ft (45') PHP 1,505.00
- 6 10 20-ft (20') PHP 1,125.00 40-ft (40') PHP 1,795.00 40-ft (40H') PHP 1,795.00 45-ft (45') PHP 2,560.00
- 11 & up 20-ft (20') PHP 1,585.00 40-ft (40') PHP 2,530.00 40-ft (40H') PHP 2,530.00 45-ft (45') PHP 3,615.00

# 2. For each refrigerated container:

Days Container Charge

- 1 5 20-ft (20') PHP 2,295.00 40-ft (40') PHP 3,440.00 40-ft (40H') PHP 3,440.00
- 6 10 20-ft (20') PHP 3,440.00 40-ft (40') PHP 4,590.00 40-ft (40H') PHP 4,590.00

11 & up 20-ft (20') PHP 4,590.00 40-ft (40') PHP 5,735.00 40-ft (40H') PHP 5,735.00

# 3. For Each Open-Top/Flat-Rack Container:

Days Container Charge

1 - 5 20-ft (20') PHP 2,295.00 40-ft (40') PHP 3,440.00 40-ft (40H') PHP 3,440.00

6 - 10 20-ft (20') PHP 3,440.00 40-ft (40') PHP 4,590.00 40-ft (40H') PHP 4,590.00

11 & up 20-ft (20') PHP 4,590.00 40-ft (40') PHP 5,735.00 40-ft (40H') PHP 5,735.00

# 4) For Chassis Only

Charges for each container and chassis removed from the CY or CD shall be US\$10.00 per unit per day.

Origin: SINGAPORE

1) For Each Dry Freight Container:

Days Container Charge
Per Day 20-ft (20') USD 45.00
40-ft (40') USD 65.00
40-ft (40H') USD 65.00
45-ft (45') USD 100.00
2) For Each Refrigerated Container:
Days Container Charge
Per Day 20-ft (20') USD 200.00
40-ft (40') USD 300.00
40-ft (40H') USD 300.00
2) For Each Flat-RAck/Open-Top Container:
Days Container Charge
Per Day 20-ft (20') USD 200.00
40-ft (40') USD 300.00
Origin : Taiwan
1) For Each Dry Freight Container:
Days Container Charge

1 - 25 20-ft (20') TWD 165.00 40-ft (40') TWD 200.00 40-ft (40H') TWD 200.00 45-ft (45') TWD 220.00

26 & up 20-ft (20') TWD 670.00 40-ft (40') TWD 860.00 40-ft (40H') TWD 860.00 45-ft (45') TWD 955.00

# 2) For Each Refrigerated Container:

Days Container Charge

1 - 25 20-ft (20') TWD 370.00 40-ft (40') TWD 400.00 40-ft (40H') TWD 400.00

26 & up 20-ft (20') TWD 1,340.00 40-ft (40') TWD 1,720.00 40-ft (40H') TWD 1,720.00

# 3) For Each Open-Top/Flat-Rack Container:

Days Container Charge

1 - 25 20-ft (20') TWD 370.00 40-ft (40') TWD 400.00 40-ft (40H') TWD 400.00 26 & up 20-ft (20') TWD 1,340.00 40-ft (40') TWD 1,720.00 40-ft (40H') TWD 1,720.00

Origin: Thailand

1) For each dry freight container:

Days Container Charge

- 1 5 20-ft (20') THB 345.00 40-ft (40') THB 515.00 40-ft (40H') THB 515.00 45-ft (45') THB 720.00
- 6 10 20-ft (20') THB 685.00 40-ft (40') THB 1,025.00 40-ft (40H') THB 1,025.00 45-ft (45') THB 1,435.00
- 11 & up 20-ft (20') THB 1,025.00 40-ft (40') THB 1,540.00 40-ft (40h') THB 1,540.00 45-ft (45') THB 2,155.00
- 2) For each refrigerated container:

Days Container Charge

----

- 1 5 20-ft (20') THB 1,710.00 40-ft (40') THB 2,565.00 40-ft (40H') THB 2,565.00
- 6 10 20-ft (20') THB 2,565.00 40-ft (40') THB 3,420.00 40-ft (40H') THB 3,420.00
- 11 & up 20-ft (20') THB 3,420.00 40-ft (40') THB 4,275.00 40-ft (40h') THB 4,275.00
- 3) For Each Open-Top/Flat-Rack Container:

Days Container Charge

1 - 5 20-ft (20') THB 1,710.00 40-ft (40') THB 2,565.00 40-ft (40H') THB 2,565.00

- 6 10 20-ft (20') THB 2,565.00 40-ft (40') THB 3,420.00 40-ft (40H') THB 3,420.00
- 11 & up 20-ft (20') THB 3,420.00 40-ft (40') THB 4,275.00 40-ft (40h') THB 4,275.00

1) For each dry freight container:

Days Container Charge

- 1 5 20-ft (20') VND 310,000.00 40-ft (40') VND 480,000.00 40-ft (40H') VND 480,000.00 45-ft (45') VND 670,000.00
- 6 10 20-ft (20') VND 520,000.00 40-ft (40') VND 800,000.00 40-ft (40H') VND 800,000.00 45-ft (45') VND 1,100,000.00
- 11+ 20-ft (20') VND 730,000.00 40-ft (40') VND 1,100,000.00 40-ft (40H') VND 1,100,000.00 45-ft (45') VND 1,550,000.00
- 2) For each refrigerated container:

Days Container Charge

1 - 5 20-ft (20') VND 1,050,000.00 40-ft (40') VND 1,570,000.00 40-ft (40H') VND 1,570,000.00

- 6 10 20-ft (20') VND 1,570,000.00 40-ft (40') VND 2,100,000.00 40-ft (40H') VND 2,100,000.00
- 11+ 20-ft (20') VND 2,100,000.00 40-ft (40') VND 2,625,000.00 40-ft (40H') VND 2,625,000.00
- 3) For Each Open-Top/Flat-Rack Container:

- 1 5 20-ft (20') VND 1,050,000.00 40-ft (40') VND 1,570,000.00
- 6 10 20-ft (20') VND 1,570,000.00 40-ft (40') VND 2,100,000.00
- 11+ 20-ft (20') VND 2,100,000.00 40-ft (40') VND 2,625,000.00

Origin: Myanmar (Burma)

Days Container Charge

4 - 60 20-ft (20') MMK 3,500.00 40-ft (40') MMK 7,000.00 40-ft (40H') MMK 7,000.00 45-ft (45') MMK 7,000.00 60 - 180 20-ft (20') MMK 5,000.00 40-ft (40') MMK 10,000.00 40-ft (40H') MMK 10,000.00 45-ft (45') MMK 10,000.00

181 - 365 20-ft (20') MMK 7,000.00 40-ft (40') MMK 14,000.00 40-ft (40H') MMK 14,000.00 45-ft (45') MMK 14,000.00

366+ 20-ft (20') MMK 9,000.00 40-ft (40') MMK 18,000.00 40-ft (40H') MMK 18,000.00 45-ft (45') MMK 18,000.00

#### For All Origins:

During a dock Strike which prevents ocean carrier From receiving cargo at CY, the detention charges set forth above shall not apply to the period during which carrier was prevented from receiving cargo.

D. DETENTION IN TRANSIT - Refer to Rule 101-P.

E. REMOVAL OF CARRIER'S CONTAINERS FOR STUFFING BY
CONSIGNOR AND UNSTUFFING BY CONSIGNEE (MINILANDBRIDGE)

Empty or stuffed containers which are removed from Ocean

Carrier's CY by consignor or its agent for stuffing and from Container Terminal by consignee or its agent for unstuffing at consignor's or consignee's expense and risk are subject to the following conditions:-

- (a) Containers must be returned by consignor or consignee to the CY or terminal from which they were removed unless carrier agrees to accept delivery elsewhere.
- (b) Containers may only be interchanged during the regular working day unless prior arrangements are made for interchange at other times. All containers received stuffed per this item will be transported subject to shipper's load and count.

Rule 101-D Equipment Free Time & Detention - Origin Japan

effective date = 15Aug2018

- (A) The following provisions govern the use of any Carrier's equipment. See section (I) of this rule.
- (B) At Origin Ports
- (1) The use of Carrier's containers by the shipper or his agent is limited to the following:
- (a) Removal by the shipper or his agent of empty

containers from a CY, CD, or LCD for loading and delivery to the CY designated by the Carrier.

- (b) Neither the Carrier nor the shipper or his agent is allowed to remove a Carrier's partially loaded container from the CY for stuffing additional cargo therein by the shipper or his agent. See rule 2.101(B).
- (2) The provisions of section (E)(1) of this rule and all other relevant provisions in this tariff shall apply.
- (3) All expenses in connection with the pick-up of empty containers and the stuffing thereof shall be for the account of the cargo.

EXCEPTION: The cost of lifting containers to and from chassis, trucks, or rail cars, when such service is performed at the Carrier's designated CY's, CD's, or LCD's, is to be borne by the Carrier. In no instance will this service exceed more than one lift-on of an empty container and one lift-off of a loaded container excluding any movement that may be required during the actual operations within the CY or alongside the vessel.

(C) At Destination Ports and Points

Refer to Rule 21-AB for terms and conditions.

(D) At Both Origin and Destination

Shippers, consignees, and their agents must assume full responsibility for the safety of the containers, rail trailers, and motor equipment while in their possession and for the safe return thereof to the Member or its agents.

- (E) Equipment Free Time and Detention At Origin
- (1) Removal by Shipper or His Agent for Stuffing

When a shipper or his agent removes empty containers from a CY, CD, or LCD for stuffing as provided in sections (B) and (D) of this rule, the charges set forth below will be assessed for each twentyfour (24) hours or fraction thereof beyond the allowed free time. Free time for each container shall be five (5) days commencing with the first midnight after removal of the equipment from the CY, CD, or LCD, Saturdays, Sundays, and holidays excluded. A container must be returned to the CY from which obtained unless otherwise directed by the Carrier.

Detention Charges per Container per Each 24-hour Period or Fraction Thereof (Saturdays, Sundays, and Holidays Included) \_\_\_\_\_

-----

External Length 5th And Each

Of Container First Four Days Succeeding Day

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6.10 meters \$8.00 \$16.00

(20 feet)

Exc. 6.10 meters \$13.00 \$26.00

(20 feet)

(b) Temperature-Controlled/Bulk Tank Containers

-----

External Length 5th And Each

Of Container First Four Days Succeeding Day

-----

6.10 meters \$32.00 \$64.00

(20 feet)

Exc. 6.10 meters \$42.00 \$85.00

(20 feet)

NOTE: The above detention charges are subject to the consumption tax of 5% imposed by the Japanese Government.

EXCEPTION (a): The free time for each container shall

be fifteen (15) days in case of shipments originating in Hokkaido for which containers are released from base port CY's to be stuffed in Hokkaido and returned to base port CY's.

EXCEPTION (b): During a dock strike which prevents

Carrier from receiving cargo at CY, the detention

charges set forth above shall not apply to the period

during which the Carrier was prevented from receiving

cargo.

EXCEPTION (c): During "YEAR END/NEW YEAR" holidays which prevents Carrier from receiving cargo at CY as below, the detention charges set forth above shall not apply to the period during which the Carrier was prevented from receiving cargo:

PORT(s) DATE(s)

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ALL December 30th thru January 4th.

- (I) EQUIPMENT INTERCHANGE AGREEMENT TARIFF Not applicable.
- (J) Continuous Use of Carrier's Containers at Origin

The provisions of this subrule apply only when specifically stated in a rate or item.

Empty containers resulting from shipments into Japan, regardless of origin, consigned to the shipper may, by exception to rule (B) above for the general applicability, be dispatched from the unstuffing facilities of the shipper to the shipper for use by the shipper.

The free time for each container shall be 7 days commencing with the first midnight after removal of the loaded container from the CY, Saturdays, Sundays, and holidays excluded, and concluding with the return of the container to the port CY from which the loaded container was removed or to the CY specified by the carrier. Detention charges per container are as per above rule (E)(1) of this tariff of general applicability.

This provision shall be applicable only to closed dry containers and not be applicable to reefer containers, flat-rack containers, flat-bed containers, and open-top containers.

The shipper and their agents must assume full responsibility for the safety of all containers in their possession from the removal of loaded containers to the redelivery of the containers to the carrier's CY.

(K) Continuous Use of Carrier's Containers (General)

The provisions of this subrule apply only when specifically stated in a rate or item.

Empty containers resulting from inbound shipments consigned to the shipper or its related companies may, by exception of this rule 21 of the tariff of general applicability, be dispatched from the unstuffing facilities of the shipper or its related companies to the shipper or its related companies for outbound use by the shipper or its related companies.

The free time for each container shall be 7 days commencing with the first midnight after removal of the inbound loaded container from the CY, Saturday, Sunday, and holiday excluded, and concluding with the return of container to the port CY from which the inbound loaded container was removed or to the CY specified by the carrier. Detention charges per container are as per this rule 21 of the tariff of general applicability.

This provision shall be applicable only to closed dry containers and not be applicable to reefer containers, flat-rack/flat-bed containers, and open-top containers.

The shipper, its related companies, and their agents must assume full responsibility for the safety of all containers in their possession from the removal of inbound loaded containers to the re-delivery of the containers to the carrier's CY.

(L) Continuous Use of Carrier's Containers (Special)

The provisions of this subrule apply only when specifically stated in a rate or item.

# (1) At origin:

Empty containers resulting from shipments into Japan, regardless of origin, consigned to the shipper may, by exception to Rule 21.AB of the tariff of general applicability, be dispatched from the unstuffing facilities of the shipper to the shipper for use by the shipper.

The free time for each container shall be 7 days commencing with the first midnight after removal of the loaded container from the CY, Saturday, Sunday, and holiday excluded, and concluding with the return of the container to the port CY from which the loaded container was removed or to the CY specified by the carrier. Detention charges per container are as per Rule 21.AC of the tariff of general applicability.

This provision shall be applicable only to closed dry containers and not be applicable to reefer containers, flat-rack/flat-bed containers, and open-top containers.

The shipper and their agents must assume full responsibility for the safety of all containers in their possession from the removal of loaded containers to the re-delivery of the containers to the carrier's CY.

#### (2) At destination:

Empty containers resulting from shipments consigned to the shipper may, by exception to Rule 21 of the tariff of general applicability, be dispatched from the unstuffing facilities of the shipper for use for any outbound shipment by the shipper.

The free time for each container shall be as per Rule 21 of the tariff of general applicability, plus five (5) days. Detention charges per container shall also be assessed as per Rule 21.

This provision shall be applicable only to:

- (1) IPI, MLB, and Local cargo but not to OCP cargo;
- (2) Closed dry containers but not to reefer containers, flat-rack/flat-bed containers, or open-top containers.

The shipper and their agents must assume full responsibility for the safety of all containers in their possession from the removal of loaded containers to the re-delivery of the containers to the carrier's CY.

(M) Continuous Use of Carrier's Containers (Special)

The provisions of this subrule apply only when specifically stated in a rate or item.

Empty containers resulting from shipments into Japan, regardless of origin, consigned to the shipper may, by exception to rule 21(B) of the tariff of general applicability, be dispatched from the unstuffing facilities of the shipper to the shipper.

The free time for each container shall be 7 days commencing with the first midnight after removal of the loaded container from the CY, Saturdays, Sundays, and holidays excluded, and concluding with the return of the container to the port CY from which the loaded container was removed or to the CY specified by the carrier. Detention charges per container are as per rule 21 of the tariff of general applicability.

The shipper and their agents must assume full responsibility for the safety of all containers in their possession from the removal of loaded containers to the redelivery of the containers to the carrier's CY.

(M) Continuous Use of Carrier's Containers (Special)

Equipment Detention Charges and Free Time

The provisions of this subrule apply only when specifically stated in a rate or item.

- (A) Removal from a destination port CY by consignee or his agent for unstuffing
- (1) When dry freight containers containing shipments under this entry are removed from a destination port CY for delivery to and unstuffing at an automobile assembly plant located at the cities named in paragraph (2) below, the charges to the cargo set forth in paragraph (3) below shall be assessed per day or fraction thereof beyond the allowed free time set forth in paragraph (2) below. Any free time requirement for cargo inspection by governmental authorities shall be included within the free time set forth in paragraph (2) below.
- (2) The free time for each container covered by paragraph
- (1) above commencing with the first midnight after removal from the destination port CY, and concluding with the return of the container to the same destination port CY or to the DRT, DMT, or DCY nearest to the automobile assembly plant subject to paragraph (B) herein, Saturdays, Sundays, and holidays included, shall be:

Empty	Loaded				
Assembl	ly Plant Location	Container	Container		

Days

Days

Bloomington IL	43	48
Flat Rock MI	43	48
Fremont CA	43	48
Georgetown KY	43	48
Lafayett IN	43	48
Marysville OH	43	48
Normal IL	43	48
Remington IN	43	48
Smyrna TN	43	48

(3) The detention charges per dry freight container per day or fraction thereof, Saturdays, Sundays, and holidays included, shall be:

External Length Charge
----\$/ctr

6.10 meters (20 feet) 7.00 Exc 6.10 meters (20 feet) 10.00

- (B) Unless otherwise directed by carrier, all containers must be returned to the destination port CY from which they were obtained.
- (C) Shippers, consignees, and their agents must assume full responsibility for the safety of such containers while being utilized as provided herein and must otherwise comply fully with rules 2 and 21 of the this tariff of general applicability.

Rule 101-E Equipment Free Time & Detention - Origin ISC

effective date = 15Aug2018

For the purposes of this rule, counting of free time and detention charge for specialized containers would be the same as reefer cargo and that for bulk, tank, open top, hard top, ventilated and flat rack containers would be the same as dry cargo, unless otherwise specified.

#### A. USE OF CARRIER'S CONTAINER BY SHIPPER OR CONSIGNEE

The use of carrier's container by shipper, consignee, or agent thereof, is limited to the following:

- Removal by shipper or his agent of carrier's container when available, with or without Skeletal Semi-Trailers /Chassis, from CY for stuffing and return to the CY designated by Carrier.
- Removal by consignee or his agent of loaded carrier's container, with or without Skeletal Semi-Trailers/
   Chassis, from destination CY for stripping and return to CY designated by Carrier.
- 3. Unless otherwise specifically designated by carrier, containers and/or Skeletal Semi-Trailers/Chassis, shall be returned to the CY from which removed.

- 4. Shippers, consignees and/or their authorized representatives must assume full responsibility for the safety of the containers and/or Skeletal Semi-Trailers/Chassis, while in their possession and the safe return thereof to the carrier.
- 5. It is the responsibility of the consignee and/or his agent to have all dunnage, debris, etc, removed from the container prior to the return of the empty equipment to the carrier or his agent. In the event that the container is not returned empty and clean as described above, carrier or his agent will arrange cleaning, and the cost of this cleaning is to be paid by the consignee.
- 6. All expenses in connection with pick-up/delivery of empty/loaded containers from/to CY and stuffing /stripping outside CFS shall be for account of the cargo.
- 7. For Fireworks, the cost of empty release from stack to barge and full load on vessel from barge should be for account of the Carrier.
- 8. Carrier may dispatch empty container(s) directly from an inbound consignee's location for outbound shipments for the same entity. In such instance the detention rules of the tariff shall apply.

#### B. FREE TIME AND DETENTION AT DESTINATION PORTS AND POINTS

For the terms and conditions of the use of carrier equipment by Shippers, Consignees and their Agents at destination ports, please refer to RULE....

#### C. ORIGIN FREE TIME AND DETENTION

Container/Equipment Detention Charge and Free Time allowed at Base Loading Ports

#### 1. Free Time:

When shipper or his agents removes containers from CY or CD for stuffing, Free time for each container shall be:

a) Origin Country: Bangladesh

Free time and Detention Charge shall be applied per the local terminal tariff.

- b) Origin Country: India
- 1) Chennai (Madras), IN

- For Dry Container : 10 calendar days

- For Reefer Container: 10 calendar days

- 2) Kolkata (Calcutta), IN/Haldia, IN/Vizab, IN
- For Dry Container : 10 calendar days

- For Reefer Container: 10 calendar days
- 3) Krishnapatnam, IN/Bangalore, IN/Hyderabad, IN (via Chennai)
- For Dry Container : 7 calendar days
- For Reefer Container: 7 calendar days
- 4) Nhava Sheva, IN
- For Dry Container : 12 calendar days
- For Reefer Container: 12 calendar days
- 5) Vallarpadam (Cochin), IN
- For Dry Container : 7 calendar days
- For Reefer Container: 7 calendar days
- 6) Tuticorin, IN
- For Dry Container : 7 calendar days
- For Reefer Container: 7 calendar days
- 7) All Other Locations
- For Dry Container : 12 calendar days
- For Reefer Container: 12 calendar days

Free time shall commence from the day after removal of equipment from the carrier's CY.

Container must be returned to the CY from which obtained unless otherwise directed by carrier.

c) Origin Country: Pakistan

- For Dry Container : 25 calendar days

- For Reefer Container : 7 calendar days

Free time shall commence at 8: 00 a.m. on the first (1st) calendar day after picking up the container from the carrier's facility and will expire at midnight on the applicable day listed above.

d) Origin Country: Sri Lanka

Free time and Detention Charge shall be applied

per the local terminal tariff.

In the event shipper incurs and has paid destination charges where cargo has been shut out due to conditions beyond shippers control or the vessel, shipper may petition MOL for an extension of free time and a refund of detention charges attributable to the period during which the cargo was shut out. Shipper shall submit to MOL within thirty (30) days of payment of charges a sworn statement describing the circumstances in detail, accompanied supporting documentation.

For the purpose of this provision, force majeure is defined as including work stoppages, strikes, accidents, casualties, lockouts, fire, road, marine or rail disasters, Acts of God, governmental restraints, war or hostility, embargoes, or other similar conditions, but

shall exclude commercial contingencies.

An extension of free time and a refund of the detention charges described in the preceding paragraph shall be granted if (i) MOL determines, based on the documentation provided by shipper, that the shut out of the cargo was caused by circumstances beyond shippers control or the delay or cancellation of a vessel and (ii) the cargo was tendered to Carrier for loading on the first vessel call after the expiration of free time as extended by the period of the shut out. If one of both of the foregoing conditions is not satisfied, shipper shall not be entitled to any extension of free time or refund of detention charges.

For the purposes of this rule, the term "CY" in this
Rule shall in such instances refer only to the on dock
facility

#### 2. Detention Charge:

Detention charges for each 24 hours or fraction thereof after expiring of free time (per calendar days):

a) Origin Country: BangladeshFree time and Detention Charge shall be appliedper the local terminal tariff.

- b) Origin Country: India
- 1) Bangalore, IN via Chennai
- For Each Dry Freight Container:

- 1 7 days 20-ft (20') USD 15.00 40-ft (40') USD 30.00 40-ft (40'HC) USD 30.00
- 8 14 days 20-ft (20') USD 25.00 40-ft (40') USD 50.00 40-ft (40'HC) USD 50.00
- 15 21 days 20-ft (20') USD 35.00 40-ft (40') USD 70.00 40-ft (40'HC) USD 70.00
- 22 & up 20-ft (20') USD 50.00 40-ft (40') USD100.00 40-ft (40'HC) USD100.00
- For Each Refrigerated Container:

Days Container Charge

- 1 7 days 20-ft (20') USD 25.00 40-ft (40') USD 50.00 40-ft (40'HC) USD 50.00
- 8 14 days 20-ft (20') USD 50.00 40-ft (40') USD100.00

40-ft (40'HC) USD100.00 15 & up 20-ft (20') USD 75.00 40-ft (40') USD150.00 40-ft (40'HC) USD150.00

# - For Each Open-top/Flat-Rack Container:

- 2) Chennai (Madras), IN
- For Each Dry Freight Container:

Days Container Charge

1 - 7 days 20-ft (20') USD 15.00 40-ft (40') USD 30.00 40-ft (40'HC) USD 30.00 8 - 14 days 20-ft (20') USD 25.00 40-ft (40') USD 50.00 40-ft (40'HC) USD 50.00 15 - 21 days 20-ft (20') USD 35.00 40-ft (40') USD 70.00 40-ft (40'HC) USD 70.00
22 & up 20-ft (20') USD 50.00
40-ft (40') USD100.00
40-ft (40'HC) USD100.00

# - For Each Refrigerated Container:

# - For Each Open-top/Flat-Rack Container:

- 3) Hyderabad, IN via Chennai
- For Each Dry Freight Container:

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- 1 7 days 20-ft (20') USD 15.00 40-ft (40') USD 30.00 40-ft (40'HC) USD 30.00
- 8 14 days 20-ft (20') USD 25.00 40-ft (40') USD 50.00 40-ft (40'HC) USD 50.00
- 15 21 days 20-ft (20') USD 35.00 40-ft (40') USD 70.00 40-ft (40'HC) USD 70.00
- 22 & up 20-ft (20') USD 50.00 40-ft (40') USD100.00 40-ft (40'HC) USD100.00
- For Each Refrigerated Container:

Days Container Charge

- 1 7 days 20-ft (20') USD 25.00 40-ft (40') USD 50.00 40-ft (40'HC) USD 50.00
- 8 14 days 20-ft (20') USD 50.00 40-ft (40') USD100.00 40-ft (40'HC) USD100.00

15 & up 20-ft (20') USD 75.00 40-ft (40') USD150.00 40-ft (40'HC) USD150.00

#### - For Each Open-top/Flat-Rack Container:

- 4) Kolkata (Calcutta), IN
- For Each Dry Freight Container:

40-ft (40'HC) USD 70.00

22 & up 20-ft (20') USD 50.00 40-ft (40') USD100.00 40-ft (40'HC) USD100.00

#### - For Each Refrigerated Container:

# - For Each Open-top/Flat-Rack Container:

#### 5) Haldia, IN

# - For Each Dry Freight Container:

# - For Each Refrigerated Container:

40-ft (40') USD126.00 40-ft (40'HC) USD126.00

### - For Each Open-top/Flat-Rack Container:

- 6) Krishnapatnam, IN
- For Each Dry Freight Container:

22 & up 20-ft (20') USD 50.00

40-ft (40') USD100.00 40-ft (40'HC) USD100.00

### - For Each Refrigerated Container:

### - For Each Open-top/Flat-Rack Container:

# - For Each Dry Freight Container:

### - For Each Refrigerated Container:

### 40-ft (40'HC) USD150.00

### - For Each Open-top/Flat-Rack Container:

- 8) Vallarpadam (Cochin), IN
- For Each Dry Freight Container:

40-ft (40') USD100.00

### 40-ft (40'HC) USD100.00

### - For Each Refrigerated Container:

### - For Each Open-top/Flat-Rack Container:

#### 9) Vizag, IN

- For Each Dry Freight Container:

Days Container Charge

-----

1 - 7 days 20-ft (20') USD 15.00 40-ft (40') USD 30.00 40-ft (40'HC) USD 30.00

8 - 14 days 20-ft (20') USD 25.00 40-ft (40') USD 50.00 40-ft (40'HC) USD 50.00

15 - 21 days 20-ft (20') USD 35.00 40-ft (40') USD 70.00 40-ft (40'HC) USD 70.00

22 & up 20-ft (20') USD 50.00 40-ft (40') USD100.00 40-ft (40'HC) USD100.00

#### - For Each Refrigerated Container:

Days Container Charge

1 - 8 days 20-ft (20') USD 56.00 40-ft (40') USD 84.00 40-ft (40'HC) USD 84.00

9 - 21 days 20-ft (20') USD 70.00 40-ft (40') USD105.00 40-ft (40'HC) USD105.00

22 & up 20-ft (20') USD 84.00 40-ft (40') USD126.00 40-ft (40'HC) USD126.00

# - For Each Open-top/Flat-Rack Container:

- 10) Nhava Sheva, IN
- For Each Dry Freight Container:

40-ft (40'HC) USD100.00

### - For Each Refrigerated Container:

# - For Each Open-top/Flat-Rack Container:

- 11) All Other Locations In India
- For Each Dry Freight Container:

Days Container Charge

1 - 7 days 20-ft (20') USD 15.00 40-ft (40') USD 30.00 40-ft (40'HC) USD 30.00

8 - 14 days 20-ft (20') USD 25.00 40-ft (40') USD 50.00 40-ft (40'HC) USD 50.00

15 - 21 days 20-ft (20') USD 35.00 40-ft (40') USD 70.00 40-ft (40'HC) USD 70.00

22 & up 20-ft (20') USD 50.00 40-ft (40') USD100.00 40-ft (40'HC) USD100.00

# - For Each Refrigerated Container:

40-ft (40'HC) USD150.00

#### - For Each Open-top/Flat-Rack Container:

- c) Origin Country: Pakistan (See Note)
- For Each Dry Freight Container:

Days Container Charge -----1 - 7 days 20-ft (20') USD 10.00 40-ft (40') USD 20.00 40-ft (40'HC) USD 20.00 45-ft (45') USD 20.00 8 - 14 days 20-ft (20') USD 15.00 40-ft (40') USD 30.00 40-ft (40'HC) USD 30.00 45-ft (45') USD 30.00 15 - 29 days 20-ft (20') USD 20.00 40-ft (40') USD 40.00 40-ft (40'HC) USD 40.00 45-ft (45') USD 40.00 30 & up 20-ft (20') USD 25.00

40-ft (40') USD 50.00 40-ft (40'HC) USD 50.00

### - For Each Refrigerated Container:

Days Container Charge
-----
1 & up 20-ft (20') USD 60.00

40-ft (40') USD 60.00

#### Note:

This charge shall be collected prior to release of Bill of Lading.

d) Origin Country: Sri Lanka

Free time and Detention Charge shall be applied

per the local terminal tariff.

### For All Origins:

During a dock strike which prevents ocean carrier from receiving cargo at CY, the detention charges set forth above shall not apply to the period during which carrier was prevented from receiving cargo.

D. REMOVAL OF CARRIER'S CONTAINERS FOR STUFFING BY CONSIGNOR
AND UNSTUFFING BY CONSIGNEE [MINILANDBRIDGE]

Empty or stuffed containers which are removed from the

carrier's CY by consignor or its agent for stuffing and from Container Terminal by consignee or its agent for unstuffing at consignor's or consignee's expense and risk are subject to the following conditions:-

- a) Containers must be returned by consignor or consignee to the CY or terminal from which they were removed unless carrier agrees to accept delivery elsewhere.
- b) Containers may only be interchanged during the regular working day unless prior arrangements are made for interchange at other times. All containers received stuffed per this item will be transported subject to shipper's load and count.

Rule 101-F Equipment Free Time & Detention - Origin AU-NZ-ME-EAFR

effective date = 15Aug2018

For the purposes of this rule, counting of free time and detention charge for specialized containers would be the same as reefer cargo and that for bulk, tank, open top, hard top, ventilated and flat rack containers would be the same as dry cargo, unless otherwise specified.

A. USE OF CARRIERS CONTAINER BY SHIPPER OR CONSIGNEE

The use of carriers container by shipper, consignee, or agent thereof, is limited to the following:

- Removal by shipper or his agent of carriers container when available, with or without Skeletal Semi-Trailers/ Chassis, from CY for stuffing and return to the CY designated by Carrier.
- 2. Removal by consignee or his agent of loaded carriers container, with or without Skeletal Semi-Trailers/Chassis, from destination CY for stripping and return to CY designated by Carrier.
- 3. Unless otherwise specifically designated by carrier, containers and/or Skeletal Semi-Trailers/Chassis, shall be returned to the CY from which removed.
- 4. Shippers, consignees and/or their authorized representatives must assume full responsibility for the safety of the containers and/or Skeletal Semi-Trailers/ Chassis, while in their possession and the safe return thereof to the carrier.
- 5. It is the responsibility of the consignee and/or his agent to have all dunnage, debris, etc, removed from the container prior to the return of the empty equipment to the carrier or his agent. In the event that the container is not returned empty and clean as described above, carrier or his agent will arrange cleaning, and the cost of this cleaning is to be paid by the consignee.

6. All expenses in connection with pick-up/delivery of empty/loaded containers from/to CY and stuffing/stripping outside CFS shall be for account of the cargo.

7. For Fireworks, the cost of empty release from stack to barge and full load on vessel from barge should be for account of the Carrier.

8. Carrier may dispatch empty container(s) directly from an inbound consignee's location for outbound shipments for the same entity. In such instance the detention rules of the tariff shall apply.

B. FREE TIME AND DETENTION AT DESTINATION PORTS AND POINTS

For the terms and conditions of the use of carrier equipment by Shippers, Consignees and their Agents at destination ports, please refer to rule.....

C. ORIGIN FREE TIME AND DETENTION

Container/Equipment Detention Charge and Free Time allowed at Base Loading Ports

1. Free Time:

When shipper or his agents removes containers from CY or CD for stuffing, Free time for each container shall be:

a) Origin Country: Australia

- For Dry Container : 10 calendar days

- For Reefer Container : 10 calendar days

Free Time shall commence from the day after removal of the equipment from the CY or CD. Container must be returned to the CY from which obtained unless otherwise directed by carrier.

b) Origin Country: Bahrain

- For Dry Container : 10 calendar days

- For Reefer Container : 3 calendar days

Free time shall commence with the first midnight after removal of the equipment from the CY or CD. Container must be returned to the CY from which obtained unless otherwise directed by carrier.

c) Origin Country: Kenya

- For Dry Container : 15 calendar days

- For Dry Container (Note) : 30 calendar days

- For Special Equipment : 15 calendar days

- For Special Equipment (Note) : 30 calendar days

Note: For Uganda & Other Transit Cargo

Free time shall commence with the first midnight after removal of the equipment from the CY or CD. Container must be returned to the CY from which obtained unless otherwise directed by carrier.

d) Origin Country: Kuwait

- For Dry Container : 10 calendar days

- For Reefer Container : 5 calendar days

- For Flat-Rack/Open-Top Container: 10 calendar days

Free time shall commence with the first midnight after removal of the equipment from the CY or CD. Container must be returned to the CY from which obtained unless otherwise directed by carrier.

e) Origin Country: New Zealand

- For Dry Container : 21 calendar days

- For Reefer Container : 21 calendar days

Free Time shall commence from the day after removal of the equipment from the CY or CD. Container must be returned to the CY from which obtained unless otherwise directed by carrier.

f) Origin Country: Oman

- For Dry Container : 7 calendar days

- For Reefer Container : 3 calendar days

Free time shall commence with the first midnight after removal of the equipment from the CY or CD. Container must be returned to the CY from which obtained unless otherwise directed by carrier.

g) Origin Country: Qatar

- For Dry Container : 7 calendar days

- For Reefer Container : 3 calendar days

- For Flat-Rack/Open-Top Container: 3 calendar days

Free time shall commence with the first midnight after removal of the equipment from the CY or CD. Container must be returned to the CY from which obtained unless otherwise directed by carrier.

h) Origin Country: Saudi Arabia

- For Dry Container : 15 calendar days

- For Reefer Container : 15 calendar days

- For Special Equipment : 15 calendar days

Free time shall commence with the first midnight after removal of the equipment from the CY or CD. Container must be returned to the CY from which obtained unless otherwise directed by carrier.

i) Origin Country: United Arab Emirates (AE)

- For Dry Container : 7 calendar days

- For Reefer Container : 3 calendar days

- For Special Equipment : 3 calendar days

Free time shall commence with the first midnight after removal of the equipment from the CY or CD. Container must be returned to the CY from which obtained unless otherwise directed by carrier.

j) Origin Country: All Other Countries
 Unless otherwise specified in this rule, free time,
 detention charge at origin shall be applied per the local
 terminal tariff.

In the event shipper incurs and has paid destination charges where cargo has been shut out due to conditions beyond shippers control or the vessel, shipper may petition MOL for an extension of free time and a refund of detention charges attributable to the period during which the cargo was shut out. Shipper shall submit to MOL within 30 days of payment of charges a sworn statement describing the circumstances in detail, accompanied supporting documentation.

For the purpose of this provision, force majeure is defined as including working stoppages, strikes, accidents, casualties, lockouts, fire, road, marine or rail disasters, Acts of God, government restraints, war or hostility, embargoes, or other similar conditions, but shall exclude commercial contingencies.

An extension of free time and a refund of the detention charges described in the preceding paragraph shall be granted if (i) MOL determines, based on the documentation proved by shipper, that the shut out of the cargo was caused by circumstances beyond shippers control or the delay or cancellation of a vessel and (ii) the cargo was tendered to

Carrier for loading on the first vessel call after the expiration of free time as extended by the period of the shut out. If one or both of the foregoing conditions is not satisfied, shipper shall not be entitled to any extension of free time or refund of detention charges.

For the purposes of this rule, the term "CY" in this rule shall be in such instances refer only to the on dock facility.

### 2. Detention Charge:

Detention Charge for each 24 hours or fraction thereof after expiring of Free Time (per calendar day):

a) Origin Country: Australia

Container Type Days Currency 20' 40' 40'H 45'

------

Dry Container 1 - 7 AUD 53.00 116.00 116.00 --

8 - 14 AUD 93.00 215.00 215.00 --

15+ up AUD 125.00 295.00 295.00 --

Reefer Container 1 - 7 AUD 96.00 178.00 178.00 --

8 - 14 AUD 176.00 338.00 338.00 --

15+ up AUD 236.00 460.00 460.00 --

b) Origin Country: Bahrain

Container Type Days Currency 20' 40' 40'H 45'

------

- Dry Container 1 10 BHD 2.00 4.00 4.00 -21+ Up BHD 4.00 8.00 8.00 -Reefer Container 3 10 BHD 11.00 22.00 22.00 -11+ Up BHD 22.00 44.00 44.00 --
- c) Origin Country: Kenya

Container Type Days Currency 20' 40' 40'H 45'

Dry Container 1+ Up USD 5.00 10.00 10.00 --Special Equipment 1+ Up USD 5.00 10.00 10.00 --

d) Origin Country: Kuwait

Container Type Days Currency 20' 40' 40'H 45'

Dry Container 1 - 7 KWD 5.00 10.00 10.00 --

8 - 14 KWD 10.00 20.00 20.00 --

15 - 21 KWD 20.00 40.00 40.00 --

22+ Up KWD 30.00 60.00 60.00 --

Reefer Container 1 - 7 KWD 20.00 40.00 40.00 --

8 - 14 KWD 40.00 80.00 80.00 --

15 - 21 KWD 60.00 120.00 120.00 --

22+ Up KWD 80.00 160.00 160.00 --

e) Origin Country: New Zealand

Container Type Days Currency 20' 40' 40'H 45'

- Dry Container 1 9 NZD 35.00 75.00 75.00 --10+ Up NZD 70.00 150.00 150.00 --Reefer Container 1 - 9 NZD 75.00 150.00 150.00 --
- 10 + Up NZD 150.00 300.00 300.00 --
- f) Origin Country: Oman
- Container Type Days Currency 20' 40' 40'H 45' -----
- Dry Container 1 6 OMR 4.00 8.00 8.00 --7+Up OMR 8.00 16.00 16.00 --
- Reefer Container 1 4 OMR 12.00 24.00 24.00 --5 + Up OMR 24.00 48.00 --
- g) Origin Country: Qatar
- Container Type Days Currency 20' 40' 40'H 45' ------
- Dry Container 1 7 QAR 40.00 80.00 80.00 --8+ Up QAR 80.00 160.00 160.00 --
- Reefer Container 1 7 QAR 100.00 200.00 200.00 --8+ Up QAR 200.00 400.00 400.00 --
- Special Container 1 7 QAR 40.00 80.00 80.00 --8+ Up QAR 80.00 160.00 160.00 --
- h) Origin Country: Saudi Arabia

Container Type Days Currency 20' 40' 40'H 45' \_\_\_\_\_\_

Dry Container 1+ Up SAR 50.00 100.00 100.00 -
Reefer Container 1+ UP SAR 50.00 100.00 100.00 -
Special Container 1+ Up SAR 50.00 100.00 100.00 --

i) Origin Country: United Arab Emirates (AE)

Container Type Days Currency 20' 40' 40'H 45'

Dry Container 1 - 10 AED 20.00 40.00 40.00 40.00 11 - 20 AED 40.00 80.00 80.00 80.00 21+ UP AED 80.00 160.00 160.00 160.00

Reefer Container 1 - 10 AED 100.00 200.00 200.00 -
11 - 20 AED 200.00 400.00 400.00 -
21+ Up AED 400.00 800.00 800.00 --

Special Container 1 - 10 AED 40.00 80.00 80.00 -
11 - 20 AED 80.00 160.00 160.00 -
21+ Up AED 160.00 320.00 320.00 --

j) Origin Country: All Other Countries
 Unless otherwise specified in this rule, free time,
 detention charge at origin shall be applied per the local
 terminal tariff.

### For All Origins:

During a dock strike which prevents carrier from receiving cargo at CY, the detention charges set forth above shall not apply to the period during which carrier was prevented from receiving cargo.

D. REMOVAL OF CARRIERS CONTAINERS FOR STUFFING BY CONSIGNOR AND UNSTUFFING BY CONSIGNEE (MINILAND-BRIDGE)

Empty or stuffed containers which are removed from Ocean Carriers CY by consignor or its agent for stuffing and from Container Terminal by consignee or its agent for unstuffing at consignors or consignees expense and risk are subject to the following conditions:-

- (a) Containers must be returned by consignor or consignee to the CY or terminal from which they were removed unless carrier agrees to accept delivery elsewhere.
- (b) Containers may only be interchanged during the regular working day unless prior arrangements are made for internchange at other times. All containers received stuffed per this item will be transported subject to shippers load and count.

Rule 101-G Free Time & Demurrage - Destination US

effective date = 04Jun2023

FREE TIME AND DEMURRAGE AT DESTINATIONS

**SECTION 1** 

**GENERAL NOTES:** 

A. Free time and demurrage at destination on non-

containerized cargo, and containerized CFS cargo shall be in accordance with the local terminal tariffs, as applicable.

- B. For cargo moving under an individual rate item that provides Store-Door-Delivery to a port, the applicable free time shall be per the provisions of Rule 301.
- C. If cargo in containers or trailer for delivery at the destination CFS, DRFS and DMFS is required to undergo inspection as provided in Rule 510 while cargo is still in the containers or trailer, then the applicable free time and demurrage provisions shall be as outlined in the provisions of this Rule. If the cargo undergoes inspection by U.S. Customs, Agriculture, Food and Drug, or other such duly authorized Government Agencies after discharge from the containers or rail trailers into the destination CFS, DRFS, or DMFS, then the applicable free time and demurrage or storage provisions shall be as in paragraph (A) above, whether such inspection has been completed or not.

#### D. Transshipped Cargo

When cargo is destined to a port which carriers vessel does not call, and the cargo is transshipped to that port by vessel, rail or road at carriers expenses, the free time allowed at the B/L destination port shall be the same as for a direct call port. Free time at B/L destination shall commence at 0800 on the day following arrival of the full B/L quantity, Saturdays, Sundays and holidays excluded.

#### E. [Deleted]

- F. For the purposes of this Rule, a temperature controlled container is a container with the refrigeration unit operating to maintain a specific temperature or range of temperature to protect the cargo loaded therein. When a container designed for temperature control is used at carriers option to transport cargo and the refrigeration unit is not operated, free time and demurrage as provided for dry cargo containers herein will apply.
- G. For the purpose of this rule, counting of free time and demurrage charge for specialized containers would be the same as Reefer Cargo and that for bulk, tank, ventilated, open-top and flat-rack containers would be the same as Dry Cargo unless otherwise specified in the Section below in this rule.

#### **SECTION 2**

#### **DEMURRAGE:**

Container(s) must be picked up within the allowed free time.

Cargo is considered as received by consignee and/or its agents once container(s) is released and gated-out of carriers CY facility. Upon expiry of free time, all containers held with cargo at carriers discharge port marine terminal, destination rail/motor yard and/or destination CY shall be subject to demurrage charges as indicated in the following Section of this rule, whether

the shipment therein occupies a full container or not.

The Carrier is also permitted to discharge the undelivered shipments to public storage with demurrage charge per the applicable tariff of the facility used. Transfer and incidental expenses to the removal of such cargo from/to the container shall be for the account of the cargo.

Demurrage charges listed in the following section are per container, per day, including Saturday, Sunday and Holidays and shall commence at 0001 hours on the first day following the expiration of Free Time whether or not the first or following days are Saturdays, Sundays or Holidays.

For the purpose of this rule, Demurrage Charges are those costs which are incurred when a container with cargo, or cargo devanned from a container is held at carriers discharge port CY or CFS, or destination point CY or CFS, or at a carriers Destination Interchange Terminal (DIT), beyond the permitted free time as stipulated in the application rule in this tariff.

#### **SECTION 3**

#### A. Delay In Delivering Container

The Carrier shall not be responsible for delays in delivering containers when such delays result from cargo being detained in customs or quarantine. Any demurrage charges that are accrued resulting from delays in customs and/or quarantine are to be billed for the account

of the cargo.

### B. Port/CY Tie-Up USA

Application of this section of Rule 023 is subject to verification by the Carrier of the existence of a port tieup as described herein.

Where the consignee is prevented from removing the containers with cargo from CY by factors beyond his control, such as but not limited to, labor strikes, trucking strikes or weather conditions which affect the entire port area or a substantial portion thereof:

Or

Where the consignee is prevented from removing the containers by a labor strike which affects only one pier or less than a substantial portion of the port area:

Then, in either event, free time and demurrage will be calculated and demurrage assessed as follows:

- Containers on Free Time at Commencement of Port
   Tie-Up:
- a) Free time will be extended for a period equal to the duration of the port Tie-UP.
- b) In the case of a labor strike which exceeds five (5)

days in duration, this extended free time will be further extended by an additional period of five (5) days, exclusive Saturdays, Sundays and Public Holidays provided the container is actually removed by the consignee within the additional five (5) day period or as provided under appointment system referred to in paragraph (3) below.

Otherwise the additional extension is nullified and demurrage will commence upon termination of the free time as calculated in paragraph (1)(a) above.

- Containers in the first Demurrage Period at Commencement of Port Tie-Up:
- a) Demurrage will continue to be assessed but the first demurrage period will be extended for a period equal to the duration of the port tie-up.
- b) In the case of a labor strike exceed five (5) days in duration, the extended first demurrage period will be further extended by an additional period of five (5) calendar days, provided the container is actually removed by the consignee within the additional five (5) day period or as provided under appointment system referred to in paragraph (3) below. Otherwise the additional extension is nullified and the second demurrage period will commence upon termination of the first demurrage period as calculated in paragraph (2)(a) above.
- 3. Containers in the second Demurrage Period at

#### Commencement of Port Tie-Up:

Demurrage will continue to be assessed but charges reduced to the first demurrage period charges for the duration of the port tie-up. Upon termination of the tie-up charges will revert to those of the demurrage period and for the balance of time remaining in that period when the port tie-up commenced.

### C. Carrier Inability USA

When the Carrier is for any reason unable to tender cargo for delivery during free time, free time will be extended for a period equal to the duration of the carriers inability to tender the cargo. If such condition arises after the expiration of free time, no demurrage or first period demurrage will be charged for a period equal to the duration or the Carriers inability to tender the cargo.

#### **SECTION 4**

#### FREE TIME:

Free Time, Marine Terminals and Associated CYs:

Free time is a period of time prior to the assessment of
demurrage during which such assessments are not applicable.

Marine Terminals are facilities where the physical discharge
of the vessel occurs. Associated CYs are off dock facilities
within the same metropolitan area of the Marine Terminal
used to store loaded containers at the option of the

carrier.

- A. At U.S. West Coast Marine Terminals and Associated CYs
- a. For cargo discharge or Customs Clearance at ports at Long Beach, CA/Los Angeles, CA:

Free time will commence on the first 3:00 a.m. encountered after container is discharged from a vessel.

Free Time Allowed:

For Dry Cargo & Dangerous cargo: 4 working days

For Reefer Cargo : 2 working days

For Special Equipment: 3 working days

For Tank cargo : 2 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

For Reefer cargo:

1-3 days - U\$550

4-7 days - U\$800

8+ days - U\$1000

For Special Equipment Cargo:

1-4 days - U\$550

5+ days - U\$800

For Tank cargo:

1-4 days - U\$550

5+ days - U\$800

b. For cargo discharge or Customs Clearance at ports at

Oakland, CA:

Free time will commence at 08:00 a.m. on the first business

day after container is discharged from a vessel.

Free Time Allowed:

For Dry Cargo & Dangerous cargo: 4 working days

For Reefer Cargo : 3 working days

For Special Equipment: 4 working days

For Tank cargo : 4 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

For Reefer cargo:

1-3 days - U\$550

4-7 days - U\$800

8+ days - U\$1000

### For Special Equipment Cargo:

1-4 days - U\$550

5+ days - U\$800

### For Tank cargo:

1-4 days - U\$550

5+ days - U\$800

c. For cargo discharge or Customs Clearance at ports at Seattle, WA and Tacoma, WA:

Free time will commence at 07:00 a.m. on the first business day after container discharges from a vessel.

#### Free Time Allowed:

For Dry Cargo & Dangerous cargo: 4 working days

For Reefer Cargo : 2 working days

For Special Equipment: 2 working days

For Tank cargo : 2 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

# For Reefer cargo:

1-3 days - U\$550

4-7 days - U\$800

8+ days - U\$1000

For Special Equipment Cargo:

1-4 days - U\$550

5+ days - U\$800

For Tank cargo:

1-4 days - U\$550

5+ days - U\$800

B. At U.S. East Coast Marine Terminals and Associated CYs

a. For cargo discharge or Customs Clearance at ports at Charleston, SC:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

Free Time Allowed:

For Dry Cargo & Dangerous cargo: 5 working days

For Reefer Cargo : 2 working days

For Special Equipment: 2 working days

For Tank cargo : 3 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

### For Reefer cargo:

1-3 days - U\$550

4-7 days - U\$800

8+ days - U\$1000

# For Special Equipment Cargo:

1-5 days - U\$500

6-9 days - U\$550

10+ days - U\$800

# For Tank Cargo:

1-5 days - U\$500

6-9 days - U\$550

10+ days - U\$800

b. For cargo discharge or Customs Clearance at ports at Jacksonville, FL:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

#### Free Time Allowed:

For Dry Cargo & Dangerous cargo: 4 working days

For Reefer Cargo : 2 working days

For Special Equipment: 2 working days

For Tank cargo : 2 working days

Demurrage Charge (per container per day):

# For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

### For Reefer cargo:

1-3 days - U\$550

4-7 days - U\$800

8+ days - U\$1000

### For Special Equipment Cargo:

1-3 days - U\$550

4-7 days - U\$800

8+ days - U\$1000

### For Tank Cargo:

1-5 days - U\$550

6+ days - U\$800

c. For cargo discharge or Customs Clearance at ports

at Miami, FL:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

#### Free Time Allowed:

For Dry Cargo & Dangerous cargo: 5 working days

For Reefer Cargo : 2 working days

For Special Equipment: 3 working days

For Tank cargo : 3 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

For Reefer cargo:

1+ days - U\$550

For Special Equipment Cargo:

1+ days - U\$550

For Tank Cargo:

1+ days - U\$550

d. For cargo discharge or Customs Clearance at ports at New York, NY:

Free time will commence at 08:00 a.m. on the first business day after completion of discharge of vessel.

Free Time Allowed:

For Dry Cargo : 4 working days

For Reefer Cargo : 2 working days

Demurrage Charge (per container per day):

Carrier, at its discretion, may elect terminal operator of

New York/New Jersey Terminals to collect the demurrage charge on behalf of Carrier.

## For Dry cargo:

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

## For Reefer Cargo:

1-3 days - U\$850.00

4+ days - U\$1200.00

## For Cargo in Special Equipment:

1-3 days - U\$800.00

4+ days - U\$1000.00

e. For cargo discharge or Customs Clearance at ports at Norfolk, VA:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

#### Free Time Allowed:

For Dry Cargo & Dangerous cargo: 4 working days

For Reefer Cargo : 2 working days

For Special Equipment: 3 working days

For Tank cargo : 3 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

For Reefer cargo:

1-4 days - U\$550

5+ days - U\$800

For Special Equipment Cargo:

1-5 days - U\$800

6+ days - U\$1000

For Tank cargo:

1+ days - U\$500

f. For cargo discharge or Customs Clearance at ports at Savannah, GA:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

Free Time Allowed:

For Dry Cargo & Dangerous cargo: 5 working days

For Reefer Cargo : 3 working days

For Special Equipment: 3 working days

For Tank cargo : 3 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

For Reefer cargo:

1+ days - U\$800

For Special Equipment Cargo:

1+ days - U\$500

For Tank cargo:

1+ days - U\$500

g. For cargo discharge or Customs Clearance at ports at Houston, TX:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

Free Time Allowed:

For Dry Cargo & Dangerous cargo: 4 working days

For Reefer Cargo : 2 working days

For Special Equipment: 3 working days

For Tank cargo : 3 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

For Reefer cargo:

1-4 days - U\$550

5+ days - U\$800

For Special Equipment Cargo:

1-4 days - U\$550

5+ days - U\$800

For Tank Cargo:

1-4 days - U\$550

5+ days - U\$800

h. For cargo discharge or Customs Clearance at Boston, MA:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

Free Time Allowed:

For Dry Cargo & Dangerous cargo: 4 working days

For Reefer Cargo : 2 working days

For Special Equipment: 2 working days

For Tank cargo : 2 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

## For Reefer cargo:

1-3 days - U\$800

4+ days - U\$1000

# For Special Equipment Cargo:

1-3 days - U\$550

4+ days - U\$1000

## For Tank cargo:

1-3 days - U\$550

4+ days - U\$1000

i. For cargo discharge or Customs Clearance at Wilmington,

NC:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

#### Free Time Allowed:

For Dry Cargo & Dangerous cargo: 5 working days

For Reefer Cargo : 2 working days

For Special Equipment: 3 working days

For Tank cargo : 3 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

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1-4 days - U$500
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5-9 days - U\$550

10+ days - U\$800

For Reefer cargo:

1+ days - U\$550

For Special Equipment Cargo:

1+ days - U\$550

For Tank Cargo:

1+ days - U\$550

j. For cargo discharge or Customs Clearance at New

Orleans, LA:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

Free Time Allowed:

For Dry Cargo & Dangerous cargo: 5 working days

For Reefer Cargo : 2 working days

For Special Equipment: 2 working days

For Tank cargo : 2 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

# For Reefer cargo:

1-3 days - U\$550

4-7 days - U\$800

8+ days - U\$1000

## For Special Equipment Cargo:

1-5 days - U\$500

6-9 days - U\$550

10+ days - U\$800

## For Tank cargo:

1-5 days - U\$500

6-9 days - U\$550

10+ days - U\$800

k. For cargo discharge or Customs Clearance at ports at Baltimore, MD:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

# Free Time Allowed:

For Dry Cargo & Dangerous cargo: 4 working days

For Reefer Cargo : 2 working days

For Special Equipment: 2 working days

For Tank cargo : 2 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

# For Reefer cargo:

1-3 days - U\$550

4-7 days - U\$800

8+ days - U\$1000

# For Special Equipment Cargo:

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

#### For Tank cargo:

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

l. For cargo discharge or Customs Clearance at ports at Philadelphia, PA:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

## Free Time Allowed:

For Dry Cargo & Dangerous cargo: 4 working days

For Reefer Cargo : 2 working days

For Special Equipment: 2 working days

For Tank cargo : 2 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

## For Reefer cargo:

1-3 days - U\$550

4-7 days - U\$800

8+ days - U\$1000

# For Special Equipment Cargo:

1-3 days - U\$550

4+ days - U\$800

## For Tank cargo:

1-3 days - U\$550

4+ days - U\$800

m. For cargo discharge or Customs Clearance at ports at Port Everglades, FL:

Free time will commence at 08:00 a.m. on the first business day after container discharges from a vessel.

Free Time Allowed:

For Dry Cargo & Dangerous cargo: 5 working days

For Reefer Cargo : 2 working days

For Special Equipment: 3 working days

For Tank cargo : 3 working days

Demurrage Charge (per container per day):

For Dry cargo & Dangerous cargo

1-4 days - U\$500

5-9 days - U\$550

10+ days - U\$800

For Reefer cargo:

1+ days - U\$550

For Special Equipment Cargo:

1+ days - U\$550

For Tank cargo:

1+ days - U\$550

- C. At U.S. Destination Rail Yard (DRY)/Motor Yard (DMY) and Associated CYs
- a. Destination Rail Yard (DRY)/Motor Yard (DMY) are rail/motor facilities located at the final B/L destination for intermodal and MLB containers moving inland by rail/motor.

#### b. Free Time

Free time commencement and duration shall be per the local terminal tariff of the Destination Rail Yards (DRY) and/or Motor Yard (DMY). If containers are moved on an associated CY, free time commencement and duration of DRY/DMY continues to apply.

Free time and demurrage charges shall be applied per the local terminal tariff in effect upon arrival of container at the terminal facility.

#### c. Demurrage Charge

If cargo is subject to demurrage at the DRY/DMY or any CY designated by the terminal operator, the demurrage charge shall be billed by terminal operator to consignee and consignee must pay the charge directly to terminal operator.

d. Cargo held or interchanged at other than CY (DRY/DMY):
When cargo is held at an inland Interchange Point or
Destination Interchange Terminal (DIT), Destination
Rail Yards (DRY), Destination Motor Yards (DMY), (locations other than Carriers registered CY) for customs clearance or other purpose, free time and demurrage will be assessed as per the applicable local Terminal Tariff of the facility used at that Interchange Point. This applies to cargo moving on an intermodal basis the carrier shall not be responsible for delays in the delivering containers when such delays result from cargo being detained in customs or quarantine.
Any demurrage charges that are accrued resulting from delays

in customs and/or quarantine are to be billed for account of the cargo.

D. At Marine Terminal in Puerto Rico and Virgin Islands:

Free time commencement and duration shall be per the local terminal tariff in effect upon arrival of container at the terminal facility.

If cargo is subject to demurrage, the demurrage charge shall be billed by terminal operator to consignee and consignee must pay the charge directly to terminal operator.

Rule 101-H Free Time & Demurrage - Destination US ex Japan

effective date = 05Mar2020

- 1.(i) At Destination Port CY's (Applicable to Pacific Coast Group)
- (a) All containers held with cargo at Carrier's destination port CY's beyond the allowed free time will be subject to the demurrage charges stated below, Saturdays, Sundays, and holidays included, whether the cargo therein occupies full containers or not, whether the Carrier has provided chassis for the containers or not, and whether governmental inspection of the cargo has been completed or not.

(b) Free time shall commence at 8:00 a.m. on the first business day after completion of the discharge of the carrying vessel and shall expire at midnight, on the day as per the allowable free time published below:

Free Time Allowed:

For Dry Cargo & Dangerous cargo: 4 business days

Reefer Cargo: 2 Business days

NOTE: In case discharge of the vessel is completed between 00:00 a.m. and 8:00 a.m., the free time shall commence at 8:00 a.m. on the following business day.

- (c) Demurrage charges per Container per Day or Fraction
  Thereof including Saturdays, Sundays, and Holidays
  shall commence at 0001 hours on the first day
  following the expiration of Free Time:
- (1) Charges on Dry Freight Containers & Dangerous Containers

(20 feet)

Exc 6.10 meters 100.00 120.00

(20 feet)

(2) Charges on Temperature-controlled container and

Special Equipment:

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External Length \$/ctr

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6.10 meters 150.00

(20 feet)

Exc 6.10 meters 150.00

(20 feet)

1.(ii) At Destination Port CY's (Applicable to

Atlantic and Gulf Coast Group)

- (a) All containers held with cargo at Carrier's destination port CY's beyond the allowed free time will be subject to the demurrage charges stated below, Saturdays, Sundays, and holidays included, whether the cargo therein occupies full containers or not, whether the Carrier has provided chassis for the containers or not, and whether governmental inspection of the cargo has been completed or not.
- (b) Free time shall commence at 8:00 a.m. on the first business day after: (1) completion of the dis-

charge of the carrying vessel when the port of actual discharge is the bill of lading destination port, or (2) arrival of the cargo in full bill of lading quantity at the Carrier's bill of lading destination port when the port of actual discharge is not the bill of lading destination port, and shall expire at midnight, on the day as per the allowable free time published below:

Free Time Allowed:

For Dry Cargo & Dangerous cargo: 4 business days

Reefer Cargo: 2 Business days

NOTE: In case discharge of the vessel is completed between 00:00 a.m. and 8:00 a.m., the free time shall commence at 8:00 a.m. on the following business day.

(c) Demurrage charges per Container per Day or Fraction
Thereof including Saturdays, Sundays, and Holidays
shall commence at 0001 hours on the first day
following the expiration of Free Time.

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- (A) Terminals (except New York/New Jersey Terminals):
- (1) Charges on Dry Freight Containers & Dangerous Containers

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	First 5-da	ay 6th 8	& Each
	Period	Succee	eding Day
Externa	al Length	\$/ctr	\$/ctr
6.10 m	eters ´	100.00	120.00
(20 feet	t)		
Exc 6.1	0 meters	100.00	120.00
(20 feet	t)		

(2) Charges on Temperature-controlled container and

**Special Equipment:** 

-----

External Length \$/ctr

-----

6.10 meters 150.00

(20 feet)

Exc 6.10 meters 150.00

(20 feet)

- (3) Demurrage will commence at 00:01 on the first day following expiration of free time, whether or not the first day is a Saturday, Sunday, or holiday.
- (B) New York/New Jersey Terminals:
- (1) Charges on Dry Freight Containers & Dangerous Containers

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First 9-day 10th & Each

Period Succeeding Day

External Length \$/ctr \$/ctr
-----6.10 meters 200.00 350.00

(20 feet)

Exc 6.10 meters 200.00 350.00

(20 feet)

(2) Charges on Temperature-controlled container and Special Equipment:

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First 3-day 4th & Each

Period Succeeding Day

External Length \$/ctr \$/ctr

-----

6.10 meters 400.00 600.00

(20 feet)

Exc 6.10 meters 400.00 600.00

(20 feet)

(3) Demurrage will commence at 00:01 on the first day following expiration of free time, whether or not the first day is a Saturday, Sunday, or holiday.

NOTE: For the purpose of this rule, a temperaturecontrolled container is a container in which the refrigeration unit is operating to maintain a set temperature or range of temperatures to protect the cargo loaded therein. When a temperature-controlled container is used at Carrier's option to transport cargo and the refrigeration unit is not operated, free time and demurrage as provided in paragraph (c)(1) above will apply.

#### 2. At Destination Port CY's During A Port Tie-up

(a) Where the consignee is prevented from removing containers with cargo from a destination port CY by factors beyond his control, such as, but not limited to, longshoremen's strikes, trucking strikes, or weather conditions which affect the entire port area or a substantial portion thereof, or

Where the consignee is prevented from removing such containers by a labor strike which affects only one pier or less than a substantial portion of the port area,

Then, in either event, free time and demurrage will be calculated and demurrage assessed, as follows:

- (1) Containers on Free Time at Commencement of the Port Tie-up:
- (a) Free time will be extended for a period equal to the duration of the port tie-up.

- (b) In the case of a longshoremen's strike which exceeds five (5) days in duration, this extended free time will be further extended by an additional period of five (5) days, exclusive of Saturdays, Sundays, and legal holidays provided the container is actually removed by the consignee within the additional five (5) day period or as provided under the appointment system referred to in paragraph (b)(3) below.

  Otherwise the additional extension is nullified, and demurrage will commence upon termination of the free time as calculated in paragraph (b)(1)(a) above.
- (2) Containers on Demurrage at Commencement of the Port Tie-up:
- (a) Demurrage will continue to be assessed for the duration of the port tie-up.
- (3) Appointment System:
- (a) If pursuant to an appointment system acceptable to both the Carrier and consignee the container is actually removed by the consignee within twenty-four (24) hours after notification to the consignee that the container is available for pick-up and readily accessible, time will be extended for not more than twenty-four (24)

hours beyond the additional free time referred to in paragraph (b)(1) above.

### 3. At Interchange Port CY's

- (a) All containers with cargo which are held at
  Carrier's interchange port CY's for governmental
  inspections of the cargo as provided in rule 2.109
  beyond the allowed free time shall be subject to the
  demurrage charges stated below, Saturdays, Sundays,
  and holidays included, whether the cargo therein
  occupies full containers or not, whether the Carrier
  has provided chassis for the containers or not, and whether
  governmental inspection of the cargo has been completed or
  not.
- (b) Free time shall commence at 8:00 a.m. on the first business day after completion of the discharge of the carrying vessel and shall expire at the close of business on the second day following terminal tariff allowable free time.

NOTE: In case the discharge of the vessel is completed between 00:00 a.m. and 8:00 a.m., the free time shall commence at 8:00 a.m. on the following business day.

(c) Demurrage charges per Container per Day or Fraction
Thereof including Saturdays, Sundays, and Holidays

shall commence at 0001 hours on the first day following the expiration of Free Time.

(1) Charges on Dry Freight Containers & Dangerous Containers			
MLB/IPI/RIPI			
First 5-day 6th & Each			
Period Succeeding Day			
External Length \$/ctr \$/ctr			
6.10 meters 100.00 120.00			
(20 feet)			
Exc 6.10 meters 100.00 120.00			
(20 feet)			
(2) Charges on Temperature-controlled and Bulk			
Tank Containers			
MLB/IPI/RIPI			
External Length \$/ctr			
6.10 meters 120.00			
(20 feet)			
Exc 6.10 meters 120.00			
(20 feet)			

#### 4. At Inland Destination CY's

- (a) Containers, rail trailers, and motor equipment held with cargo at Carrier's destination CY's beyond the allowed free time shall be subject to the demurrage charges stated below, Saturdays, Sundays, and holidays included, whether the cargo therein occupies full containers, rail trailers, or motor equipment or not, whether the Carrier has provided chassis for the containers or not, and whether governmental inspection of the cargo has been completed or not.
- (b) Free time shall commence at 8:00 a.m. on the first business day after the consignee or its agent has been notified that the full bill of lading quantity is available for governmental inspection, whether in one or more containers, rail trailers, or motor equipment, and shall expire for dry freight containers, rail trailers, and motor equipment at the close of business on the second (2nd) day and for temperature-controlled containers, rail trailers, and motor equipment and for bulk tank containers at the close of business on the first (1st) day, Saturdays, Sundays, and Holidays included.
- (c) Alternatively, when governmental inspection has already taken place at the interchange port, free time shall commence at 8:00 a.m. on the first business day after the consignee or its agent has been notified that the full bill

of lading quantity or a partial bill of lading quantity is available for delivery, whether in one or more containers, rail trailers, or motor equipment, and shall expire for all types of containers, rail trailers, and motor equipment at the close of business on the second (2nd) day, Saturdays, Sundays, and Holidays included.

(d) Demurrage charges per Container, Rail Trailer, or
Motor Equipment per Day or Fraction Thereof
(Saturdays, Sundays, and Holidays Included)
(1) Charges on Dry Freight Containers & Dangerous Containers
& rail Trailers, or Motor Equipment
(a) Under IPI/OM/RIPI Service
External Length \$/ctr
6.10 meters 150.00
(20 feet)
Exc 6.10 meters 150.00
(20 feet)
(b) Under MLB Service
External Length \$/ctr

6.10 meters 150.00

(20 feet)

Exc 6.10 meters 150.00

(20 feet)

(2) Charges on Temperature-controlled Containers,

Rail Trailers, Motor Equipment, and Bulk Tank

Containers

\_\_\_\_\_

(a) Under MLB/IPI/OM/RIPI Service

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External Each Day

Length \$/ctr

-----

6.10 meters (20 feet) 150.00

Exc. 6.10 meters (20 feet) 150.00

- 5. At Destination Rail and Motor Terminals
- (a) Free time and demurrage on all containers, rail trailers, and motor equipment held with cargo at a DRT or DMT, whether the cargo therein occupies full containers, rail trailers, or motor equipment or not, whether the Carrier has provided chassis for the containers or not and whether governmental inspection of the cargo has been completed or not, will otherwise be in accordance with local terminal tariffs as applicable at the destination points.

- Demurrage on Cargo Unstuffed from Containers, Rail
   Trailers, or Motor Equipment at Inland Destination
   Points.
- (a) Free time and demurrage on non-containerized cargo and cargo unstuffed from containers, rail trailers, or motor equipment by the Member shall be assessed in accordance with the applicable local terminal tariffs at destination points.

NOTE: See EXCEPTION 2 under this rule 101-H.

- (b) If cargo in containers, rail trailers, or motor equipment for delivery at the destination CFS, DRFS, or DMFS is required to undergo inspection while the cargo is still in the containers, rail trailers, or motor equipment, then the applicable free time and demurrage provisions shall be as in rule 101. If the cargo undergoes inspection by U.S. Customs, Agriculture, Food and Drug, or other such duly authorized government agencies after discharge from the containers, rail trailers, or motor equipment into the DRFS, DMFS, or destination CFS then the applicable free time and demurrage or storage provisions shall be as in paragraph (C)(6)(a) above, whether such inspection has been completed or not.
- (c) Free time and demurrage on rail cars and/or motor equipment shall be in accordance with the applicable local terminal tariffs, and such

demurrage shall be for the account of the cargo.

- 7. Demurrage on Non-containerized Cargo and Cargo Unstuffed from Containers at Destination Ports
- (a) Free time and demurrage on non-containerized cargo and cargo unstuffed from containers by the Carrier shall be assessed in accordance with the applicable local terminal tariffs, but in no case will the demurrage or storage charge be less than, or the free time be more than, that specified in the terminal tariffs of the bill of lading destination ports. In those instances where no local terminal tariff is applicable at a Carrier's designated CFS, free time and demurrage shall be assessed in accordance with the terminal tariff applicable at the port within which port area the CFS is located.
- (b) If cargo in containers for delivery at CFS is required to undergo inspection while the cargo is still in the container, then the applicable free time and demurrage provisions shall be as in section (C)(1) of this rule. If the cargo undergoes inspection by U.S. Customs, Agriculture, Food and Drug, or other such duly authorized government agencies after discharge from the container into the CFS, then the applicable free time and demurrage or storage provisions shall be as in paragraph (C)(7)(a) of this rule, whether such inspection has been completed or not.

- (c) See rule (C)(6) for free time and demurrage on cargo unstuffed from containers, rail trailers, and motor equipment at inland destination CFS's, DRFS"s, and DMFS's. (Applicable to Atlantic and Gulf Coast Group)
- Demurrage on Cargo Discharged at a Port Other Than
   The Bill of Lading Port of Destination (Applicable
   to Pacific Coast Group)
- (a) When cargo discharged at a port other than bill of lading port of destination is moved at the Member's expense, the provisions of above rules (C)(1) & (7) will commence to operate at the bill of lading destination port seventy-two (72) hours, Saturdays, Sundays, and holidays excluded, after completion of the discharge of the carrying vessel at the port of actual discharge.
- (b) See above rule (C)(6) for free time and demurrage oncargo unstuffed from containers, rail trailers, and motor equipment at inland destination CFS's, DRFS's, and DMFS's. Also, in the L/O service, see above rule (C)(8)(a) for free time and demurrage on cargo discharged from the carrying vessel at other than the bill of lading port of destination.
- 9. Demurrage Charges in General
- (a) The demurrage charges specified herein above,

when applicable, shall also be assessed in full for the day of removal of the container, rail trailer, or motor equipment from the Carrier's destination port CY's, interchange port CY's, and inland destination CY's, as appropriate, regardless of the pick-up time. The Carrier shall not be responsible for any delays in delivering containers, rail trailers, or motor equipment when such delays are beyond the Carrier's control, and any demurrage charges that accrue are for the account of the cargo.

(b) Upon the expiry of free time or at anytime thereafter, Carrier, in addition to the assessment of the applicable demurrage charges specified in this rule, shall have the right, at the Carrier's discretion, to discharge the contents of containers, rail trailers, and motor equipment thus on demurrage into public storage at all destinations, whether the cargo therein occupies full containers, rail trailers, or motor equipment or not, whether the Carrier has provided chassis for the containers or not, and whether governmental inspection of the cargo has been completed or not. All expenses including storage, drayage, handling, and incidental expenses incurred as a result of such removal of cargo from the Carrier's containers, rail trailers, and motor equipment shall be for the account of the cargo.

- (c) In the MLB/AW service only, Carrier may extend no more than four (4) calendar days credit on demurrage commencing the day following delivery of the cargo. In the event such charges are not paid within the four (4) calendar days period set forth herein, the receiver of such cargo shall be placed on a cash basis for all further deliveries of cargo on demurrage until such time as all past due demurrage has been paid in full.
- 10. Demurrage on cargo under strike Conditions.

Under the L/O and AW service only, the applicable free time and demurrage provisions will either be those specified in above rule (C)(2) or the following:

- (a) Where strike-bound cargo is still on free-time at the time of commencement of a strike, free time shall be extended until 8:00 a.m. on the fifteenth business day following the end of such strike,
- (b) Where strike-bound cargo is on demurrage at the time of commencement of a strike, no further demurrage shall be assessed until 8:00 a.m. on the fifteenth business day following the end of such strike, and
- (c) On all cargo discharged to Carrier's port CY or breakbulk terminal facilities during the thirty

calendar day period beginning with the day on which a strike ends, free time shall be twenty business days.

#### 11. Store Door Delivery

#### 1.Free Time and Demurrage

The DIT is defined as the facility operated by the ocean carrier or his agent, at which containers are interchanged with the delivering Motor Carrier.

In the event Carrier is obligated to deliver cargo to a consignee's facility, and Carrier incurs storage/demurrage charges at the DIT facility over a weekend and the consignee's facility to which the cargo is destined does not receive cargo on weekends, such storage/demurrage charges shall be for the account of cargo interest and shall be payable prior to delivery of the cargo.

(a) Charges on Dry Freight Containers & Dangerous Containers
All containers, excluding specialized containers
referred to in subsection (b) below (but including
non-operating reefers) held with cargo at an ocean
carrier DIT, whether the shipment therein occupies
a full ocean container or not, and whether the
carrier has provided a chassis or not, will be
subject to the following free time and demurrage:

1) Free Time Free time shall commence at 8:00 a.m. on the first working day after the full Bill of Lading quantity has been received at DIT, whether in one or more containers, and shall expire at 5:00 p.m. on the second (2nd) day, Saturdays, Sundays, and Holidays included or the local terminal tariff, whichever is the less.

#### **EXCEPTIONS:**

- (i) The Carrier is also permitted to discharge the undelivered shipments to public storage. Transfer and incidental expenses to the removal of such cargo from the container, storage of the contents, the reloading and delivery, shall be for the account of the cargo.
- 2) Demurrage Cargo remaining at the DIT after expiration of free time period will be subject to demurrage charges as follows or the local terminal tariff, whichever is higher, to be collected prior to release of the container from the DIT:

i)For cargo routed via RIPI US\$150.00 per container per day

ii)For cargo routed via IPI

- (b) For Reefer Containers and/or SpecializedContainers
- 1) Free Time Free time shall commence at 8:00 a.m. on the first working day after the full
  Bill of Lading quantity has been received at
  DIT, whether in one or more containers,
  and shall expire at 5:00 p.m. on the
  first (1st) day, Saturdays, Sundays, and
  Holidays included or the local terminal tariff,
  whichever is the less.

## 2) Demurrage

Cargo remaining at the DIT after expiration of free time period will be subject to demurrage charges as follows, to be collected prior to release of the container from the DIT:

Demurrage per container or trailer per Day or Fraction Thereof (Saturdays, Sundays and Holidays included) Demurrage charge at US\$150 per container per day.

#### 12. Puerto Rico

Free time and demurrage on cargo to Puerto Rico shall be assessed in accordance with

the applicable destination port tariffs.

Rule 101-I Free Time & Demurrage Charges - Destination US ex ISC

effective date = 15Aug2018

For Free Time & Demurrage Charges - Destination US ex ISC, please refer to rule 101-G.

Rule 101-J Free Time & Demurrage - Destination US ex AU-NZ-ME-EAFR

effective date = 05Mar2020

II. FREE TIME STORAGE AND DEMURRAGE AT US DESTINATION

SECTION 1 - General Notes:

A. Free time and demurrage at destination on non-containerized cargo, and containerized CFS cargo shall be in accordance with the local terminal tariffs, as applicable.

- B. For cargo moving under an individual rate item that provides Store Door Delivery to a port, the applicable free time shall be per the provisions of Rule...
- C. If cargo in containers or trailer for delivery at the destination CFS, DRFS and DMFS is required to undergo inspection while cargo is still in the containers or

trailer, then the applicable free time and demurrage provisions shall be as outlined in the provisions of this Rule. If the cargo undergoes inspection by U.S. Customs, Agriculture, Food and Drug, or other such duly authorized Government Agencies after discharge from the containers or rail trailers into the destination CFS, DRFS, or DMFS, then the applicable free time and demurrage or storage provisions shall be as in paragraph (A) above, whether such inspection has been completed or not.

D. Transshipped Cargo USA when cargo is destined to a port which carriers vessel does not call, and the cargo is transshipped to that port by vessel, rail or road at carriers expenses, the free time allowed at the B/L destination port shall be the same as for a direct call port. Carrier shall have no more than 72 hours from completion of discharge of vessel at actual port of discharge, to transship the containers to B/L destination port, Saturdays, Sundays and holidays excluded, and free time at B/L destination shall commence at 0800 on the day following arrival of the full B/L quantity, Saturdays, Sundays and holidays excluded.

If the 72 hours stipulated above is exceeded, the amount of free time at the B/L destination shall be reduced by the amount of the excess over 72 hours (3 days). If the 72 hours stipulated above is NOT exceeded, the free time at destination will be per

the destination free time only, i.e. the remaining of 72 hours will not be carried over to the destination free time.

#### Example:

If free time is 5 days, and vessel arrives at direct call port, complete discharge and cargo arrives at B/L destination port 4 days later. Remaining free time at the destination port will be 4 days (5-1 = 4).

E. For the purposes of this rule, the term Quota Cargo shall be defined as applicable for shipments of Textiles Manufactures, Textile Piece Goods, Handbags and Luggage, Cotton Gloves, Cotton Hats and Caps, moving in straight Loads.

Notwithstanding the other provision of this rule, the free time for quota cargo applies only when cleared through customs at either destination port or interchange port.

F. For the purposes of this Rule, a temperature controlled container is a container with the refrigeration unit operating to maintain a specific temperature or range of temperature to protect the cargo loaded therein. When a container designed for temperature control is used at carriers option to transport cargo and the refrigeration unit is not operated, free time and demurrage as provided for dry

cargo containers herein will apply.

G. For the purposes of this rule, counting of free time and demurrage charge for specialized containers (other than tank, open top, flat rack container), would be the same as reefer cargo. For tank, open top and flat rack containers counting of free time and demurrage charge would be the same as dry cargo.

SECTION 2 - Free Time at Carriers CY (or Ocean Terminal):

All containers held with cargo at Carriers discharge port or destination CY will be subject to demurrage charges as indicated in the table under sub rule 09, whether the shipment therein occupies a full container or not. The Carrier is also permitted to discharge the undelivered shipments to public storage. Transfer and incidental expenses to the removal of such cargo from the container shall be for the account of the cargo. Free time will commence at 8:00 a.m. on the first business day after completion of discharge of the vessel or arrival of the full B/L quantity at the destination CY and shall expire at midnight, on the days shown in the table found below in Section 09, Saturdays, Sundays and Holidays excluded.

[SEE EXCEPTION]

### Exception:

For ports at Los Angeles, CA/Long Beach, CA/San Pedro,

CA, free time will commence on the first 3:00 a.m. encountered after container is discharged from a vessel.

### SECTION 3 - Demurrage:

Demurrage charges listed in the table under sub-rule 09 are per container, per day, including Saturday, Sunday and Holidays and shall commence at 0001 hours on the first day following the expiration of free time whether or not the first or following days are Saturdays, Sundays or Holidays.

The Carrier shall not be responsible for delays in delivering containers when such delays result from cargo being detained in customs or quarantine. Any demurrage charges that are accrued resulting from delays in customs and/or quarantine are to be billed for account of the cargo.

## SECTION 4 - Port/CY Tie Up:

Application of this section of Rule is subject to verification by the Carrier of the existence of a port tie-up as described herein. Where the consignee is prevented from removing the containers with cargo from CY by factors beyond his control, such as, but not limited to, labor strikes, trucking strikes or weather conditions which affect the entire port area or a substantial portion thereof:

here the consignee is prevented from removing the containers by a labor strike which affects only one pier or less than a substantial portion of the port area: Then, in either event, free time and demurrage will be calculated and demurrage assessed as follows:

- (1) Container on Free Time at Commencement of Port Tie-Up.
- (a) Free time will be extended for a period equal to the duration of the port Tie-Up.
- (b) In the case of a labor strike which exceeds five (5) days in duration, this extended free time will be further extended by an additional period of five (5) days, exclusive Saturdays, Sundays and Public Holidays provided the container is actually removed by the consignee within the additional five (5) day period or as provided under appointment system referred to in paragraph (3) below. Otherwise the additional extension is nullified and demurrage will commence upon termination of the free time as calculated in paragraph (1)(a) above.
- (2) Containers in the first Demurrage Period at Commencement of Port Tie-UP

- (a) Demurrage will continue to be assessed but the first demurrage period will be extended for a period equal to the duration of the port tie-up.
- (b) In the case of a labor strike exceeding five (5) days in duration, the extended first demurrage period will be further extended by an additional period of five (5) calendar days, provided the container is actually removed by the consignee within the additional five (5) days period or as provided under appointment system referred to in paragraph (3) below.

  Otherwise the additional extension is nullified and the second demurrage period will commence upon termination of the first demurrage period as calculated in paragraph (2)(a) above.
- (3) Containers in the Second Demurrage Period at Commencement of Port Tie-UP

Demurrage will continue to be assessed but charges reduced to the first demurrage period charges for the duration of the port tie-up. Upon termination of the tie-up charges will revert to those of the demurrage period and for the balance of time remaining in that period when the port tie-up commenced.

**SECTION 5 - Carrier Inability:** 

When the Carrier is for any reason unable to tender cargo for delivery during free time, free time will be extended for a period equal to the duration of the carriers inability to tender the cargo. If such condition arises after the expiration of free time, no demurrage or first period demurrage will be charged for a period equal to the duration of the Carriers inability to tender the cargo.

SECTION 6 - Intermodal:

A. For Customs clearance at interchange terminal, for intermodal movement:

All cargo held at interchange port or Carriers port

CY beyond the free time specified in Section (9) will

be subject to demurrage charges as set out in Section

(9);

or

at the discretion of the Carrier may be discharged to public storage, transfer and incidental expenses to the removal of such cargo from the container shall be for the account of the cargo.

B. Cargo held or interchanged at other than CY (DRY/DMY):

When cargo is held at an inland Interchange Point or Destination Interchange Terminal (DIT), Destination Rail Yards (DRY), Destination Motor Yards (DMY), (locations other than Carriers registered CY) for Customs clearance or other purpose, free time and demurrage will be assessed as per the applicable local Terminal Tariff of the facility used at that Interchange Point. This applies to cargo moving on an intermodal basis the carrier shall not be responsible for delays in delivering containers when such delays result from cargo being detained in customs or quarantine. Any demurrage charges that are accrued resulting from delays in customs and/or quarantine are to be billed for account of the cargo.

C. When cargo is delivered to destination Rail Yard or destination Motor Yard at intermodal locations, the applicable free time and demurrage shall be per the applicable local terminal tariff of the facility used.

SECTION 7 - Puerto Rico and Virgin Islands:

Free time and demurrage on cargo to Puerto Rico and Virgin Islands shall be assessed in accordance with the applicable Destination port tariffs.

SECTION 8 - Reserved

SECTION 9 - Table Of Free Time Allowed, And Demurrage Charges:

All free time and demurrage outlined hereunder, is subject to the General Notes and Sub Rules as set out above. The demurrage charges shown, are in U.S. Dollars, per container, per day:

A. Destination and Mode: West Coast CY Delivery

Free Time Allowed:

Dry & Dangerous Cargo: 4 business days

Reefer Cargo: 2 business days

Demurrage Charge:

For Dry cargo & Dangerous cargo

1 5 days - \$100.00 per container per day

6+ days - \$120.00 per container per day

Reefer Cargo and Special Equipment:

1+ days - \$150.00 per container per day

B. Destination and Mode: Customs Clearance at Interchange

Port for Intermodal Cargo or MLB

Cargo

Free Time Allowed:

Dry & Dangerous Cargo: 5 days or the local terminal

tariff, whichever is the less.

Reefer Cargo: 3 days or the local terminal tariff, whichever is the less.

## Demurrage Charge:

For Dry cargo & Dangerous cargo

1 5 days - \$100.00 per container per day

6+ days - \$120.00 per container per day

# Reefer Cargo:

1+ days - \$150.00 per container per day

C. Destination and Mode: Intermodal CY Cargo

Free Time Allowed:

Dry & Dangerous Cargo: 2 calendar days

Reefer Cargo: 2 calendar days

### Demurrage Charge:

Dry & Dangerous Cargo - \$150.00 per container per day

Reefer Cargo - \$150.00 per container per day

As an alternative, shipper (cargo interests) may settle the demurrage charges directly with the terminal in accordance with the rates set forth in the terminal published tariff. In such case, no charges shall be due and owing to Carrier.

D. Destination and Mode: East Coast All Water CY

i) East Coast Ports other than New York/New Jersey

### Terminals:

Free Time Allowed:

Dry & Dangerous Cargo: 4 business days

Reefer Cargo: 2 business days

### Demurrage Charge:

For Dry cargo & Dangerous cargo

1 5 days - \$100.00 per container per day

6+ days - \$120.00 per container per day

### Reefer Cargo and Special Equipment:

1+ days - \$150.00 per container per day

## ii) New York/New Jersey Terminals:

Free Time Allowed:

Dry & Dangerous Cargo: 4 business days

Reefer Cargo: 2 business days

## Demurrage Charge:

For Dry cargo & Dangerous cargo

1 9 days - \$200.00 per container per day

10+ days - \$350.00 per container per day

# Reefer Cargo and Special Equipment:

1-3 days - \$400.00 per container per day

4+ days - \$600.00 per container per day

Carrier, at its discretion, may elect terminal operator of New York/New Jersey Terminals to

collect the demurrage charge on behalf of Carrier.

E. Destination and Mode: East Coast MLB CY Delivery

Free Time Allowed:

Dry & Dangerous Cargo: 2 business days

Reefer Cargo: 1 day

Demurrage Charge:

Dry & Dangerous Cargo - \$150.00 per container per day

Reefer Cargo - \$150.00 per container per day

F. Destination and Mode: Honolulu, HI CY Delivery

Free Time Allowed:

Dry & Dangerous Cargo: 5 calendar days

Reefer Cargo: 4 calendar days

Demurrage Charge:

For Dry cargo & Dangerous cargo

Day Equipment Charge (per Day)

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1 - 7 days 20-ft (20') US\$ 20.00

40-ft (40' x 8'6") US\$ 40.00

40-ft (40' x 9'6") US\$ 40.00

8+ days 20-ft (20') US\$ 40.00

40-ft (40' x 8'6") US\$ 80.00

40-ft (40' x 9'6") US\$ 80.00

Reefer Cargo:

Day Equipment Charge (per Day)

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1 - 3 days 20-ft (20') US\$ 80.00 40-ft (40' x 8'6") US\$100.00 40-ft (40' x 9'6") US\$100.00 4+ days 20-ft (20') US\$200.00 40-ft (40' x 8'6") US\$250.00 40-ft (40' x 9'6") US\$250.00

For cargo moving under an individual rate item that provides Store Door Delivery to a port, the applicable Free Time shall be per the provisions of Rule 2.33.

### FREE TIME AND DEMURRAGE ALLOWED AT DISCHARGING PORTS:

All dry cargo containers held with cargo at carrier's discharge port CY after carrying vessel has completed discharge, whether the shipment therein occupies a full container or not, will be subject to the following free time and demurrage.

a. Destination terminal when discharge port is actual B/L destination:

Free Time will commence at 8:00 a.m. on the first business day after completion of discharge of the vessel and shall expire at midnight on the days shown in the table found in the Section (9) above.

b. Destination terminal when discharge port is not B/L

#### Destination:

Free Time will commence at 8:00 a.m. on the first business day after such cargo arrives in full B/L quantity at the carrier's terminal at destination port named on B/L and shall expire at midnight on the days shown in the table found in the Section (9) above.

However, instead of assessing demurrage for the second five days and thereafter, Carrier may at its discretion discharge container to public storage; storage, transfer and incidental expense to the removal of such cargo from the container shall be for the account of cargo.

Rule 101-K Free Time & Demurrage - Origin TPEB

effective date = 07Jul2021

I. FREE TIME STORAGE AND DEMURRAGE AT ORIGIN

This rule shall apply to all shipments moving under this tariff and to all shipments moving under service contracts subject to this tariff. To the extent cargo is shut out or otherwise delayed due solely to reasons for which the Carrier is responsible (for example, vessel cancellation or delay), storage and handling charges arising as a

direct result shall be for the account of Carrier.

Otherwise, Merchant (as defined in Carriers regular form bill of lading) shall be responsible for storage and demurrage and other charges pursuant to the tariff and/or service contract provisions.

Payment of accrued storage charges must be received by Carrier prior to release of laden on board Bills of Lading.

Withdrawal of Export Shipment:

1. In the event that shipper delivers a loaded container to the Carrier, but subsequently cancels the shipment prior to vessel's departure, all charges incurred, from the time of cancellation, including but not limited to lift on/lift off, and storage charges, shall be for account of cargo and shall be assessed in accordance with local terminal tariffs.

2. In the event that the shipper delivers an empty container to the Carrier and cancels the shipment prior to vessel's departure, all charges incurred by the Carrier shall be for account of shipper and shall be assessed in accordance with local terminal tariffs.

FOR REEFER CARGO EX ALL ORIGINS

Upon expiry of Free Time, Carrier is not permitted

to absorb any additional charges, and all charges

imposed by the terminals, including but not limited to storage, electricity, and any other applicable charges, shall be for the account of the cargo.

#### A. IN TAIWAN

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Free time shall be 5 working days for dry cargo and and 3 working days for reefer cargo and shall commence from the first midnight after the loaded container has been returned to Carrier's CY and shall expire at midnight or the 5th working day for dry cargo and 3rd working day for reefer cargo, thereafter, Sundays and Holidays excluded. Demurrage shall be calculated from the first midnight following expiration of free time and shall cease two days before a vessel's arrival at the first loading port in Taiwan, Saturdays, Sundays and Holidays included, in accordance with the following scale:

### CY Cargo:

For Dry Cargo:

1st 10th Days - TWD 500.00 per 20 container per day

TWD 700.00 per 40 container per day

TWD 700.00 per 40H container per day

TWD 900.00 per 45 container per day

11th+ Days - TWD 1,300.00 per 20 container per day
TWD 2,000.00 per 40 container per day

TWD 2,000.00 per 40H container per day
TWD 2,400.00 per 45 container per day

### For Reefer Cargo:

1st 10th Days - TWD 900.00 per 20 container per day

TWD 1,300.00 per 40 container per day

TWD 1,300.00 per 40H container per day

11th+ Days - TWD 2,700.00 per 20 container per day

TWD 3,900.00 per 40 container per day

TWD 3,900.00 per 40H container per day

For Open-Top/Flat-Rack Cargo:

1st 10th Days - TWD 900.00 per 20 container per day

TWD 1,300.00 per 40 container per day

TWD 1,300.00 per 40H container per day

11th+ Days - TWD 2,700.00 per 20 container per day

TWD 3,900.00 per 40 container per day

TWD 3,900.00 per 40H container per day

### **B. IN PHILIPPINES**

Free time for CFS cargo shall be 7 working days commencing from the first midnight after receipt of the cargo. Storage charges will be assessed from the first midnight following expiration of Free Time and will be charged at the rate of Pesos 7.52 per Revenue ton.

For details of Storage charges please refer to applicable Local Port or Terminal Tariffs.

FREE TIME:

**DRY CONTAINERS - 4 DAYS** 

REEFER AND F/O CONTAINERS - 3 DAYS

**CURRENCY: PHP** 

DAYS AFTER FREE TIME: 20' 40' 45'

1-5 DAYS

DRY CONTAINERS 460 735 1055

REEFER CONTAINERS 1745 2755

F/O CONTAINERS 920 1470

6-10 DAYS

DRY CONTAINERS 920 1470 2110

REEFER CONTAINERS 3490 5505

F/O CONTAINERS 1835 2935

11+

DRY CONTAINERS 1380 2205 3165

REEFER CONTAINERS 5230 6880

F/O CONTAINERS 2755 4405

### C. IN INDONESIA/SINGAPORE/MALAYSIA/THAILAND

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For details of storage charges please refer to applicable local Port or Terminal Tariffs.

a. Carrier is not permitted to absorb storage charges,
 and all such charges incurred for storage at Pandang
 Besar will be for account of cargo and must be paid in

full based on the invoice presented to the carrier by the terminal operator (KTM) which the carrier must then pass on in full to the shipper.

b. For cargo ex Indonesia, all charges imposed by the terminals, including but not limited to storage, electricity and any other applicable charges starting from the container's stacking time in the CY until the time of the container's loading onto vessel shall be for the account of the cargo. All the aforementioned charges shall be settled directly between the terminal and shipper. Carrier is not permitted to advance or absorb any of the aforementioned charges imposed by the terminals.

SINGAPORE:

3 DAYS FREE

**CURRENCY: SGD** 

DAYS AFTER FREE TIME: 20' 40' 45'

PER DAY

DRY CONTAINERS: 45 65 100

REEFER AND F/O CONT. 200 300 ---

MALAYSIA: [See Exception]

Free Time for CY cargo shall be

- For Dry Cargo : 5 calendar days

- For Reefer Cargo : 3 calendar days

- For Cargo in

Special Equipment: 3 calendar days

**EXCEPTION:** 

The following public holidays are exempted from counting

free time:

a) the Eid al-Fitr Holidays from August 16, 2012 to

August 22, 2012.

b) the Eid al-Fitr Holidays from August 6, 2013 to

August 13, 2013.

c) the Eid al-Fitr Holidays from July 23, 2014 to

July 30, 2014

d) the EID AL-FITR Holidays from July 14, 2015 to

July 21, 2015.

Free time shall commence from the first midnight after

receipt of the cargo. Storage charge will be assessed

from the first midnight following expiration of free

time:

Currency: Malaysia Ringgit (MYR)

DAYS AFTER FREE TIME:

MALAYSIA MAIN PORTS/K.KINABALU

20' 40' 45'

1-5 DAYS

DRY CONTAINERS 30 55 75

F/O CONTAINER 55 105

6-10 DAYS

DRY CONTAINERS 55 105 145

F/O CONTAINER 110 205

11+

DRY CONTAINERS 85 155 220

F/O CONTAINER 165 310

1-3 DAYS

REEFER CONTAINERS 125 150

4-7 DAYS

REEFER CONTAINERS 175 200

7+ DAYS

REEFER CONTAINERS 225 250

**KUCHIN** 

20' 40' 45'

1-5 DAYS

DRY CONTAINERS 55 80 110

REEFER AND F/O CONT. 175 260

6-10 DAYS

DRY CONTAINERS 80 120 165

REEFER AND F/O CONT. 260 345

11+

DRY CONTAINERS 105 155 220

REEFER AND F/O CONT. 345 430

THAILAND:

3 DAYS FREE TIME

**CURRENCY: THB** 

DAYS AFTER FREE TIME: 20' 40' 45'

1-5 DAYS

DRY CONTAINERS 275 515 720

REEFER AND F/O CONT. 550 1025

6-10 DAYS

DRY CONTAINERS 550 1025 1435

REEFER AND F/O CONT. 1095 2050

11+ DAYS

DRY CONTAINERS 820 1540 2155

REEFER AND F/O CONT. 1640 3075

INDONESIA:

3 DAYS FREE TIME

**CURRENCY: USD** 

DAYS AFTER FREE TIME: 20' 40' 45'

1-5 DAYS

DRY CONTAINERS 12 18 23

REEFER AND F/O CONT. 24 36

6-10 DAYS

DRY CONTAINERS 24 36 46

REEFER AND F/O CONT. 48 72

11-15 DAYS

DRY CONTAINERS 36 54 69

REEFER AND F/O CONT. 72 108

16-20 DAYS

DRY CONTAINERS 48 72 92

REEFER AND F/O CONT. 96 144

21+ DAYS

DRY CONTAINERS 60 90 115

REEFER AND F/O CONT. 120 180

#### D. IN KOREA

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### a) For Dry Cargo:

Free Time shall be 14 calendar days commencing from the next day after receipt of the cargo at Carriers

CY, including Sunday and Public Holidays, storage charge will be assessed from the first midnight following expiration of free time and will be charged as follows per day:

WON 7,500.00 per 20-ft (20) container

Won 12,000.00 per 40-ft (40 x 86) container

Won 12,000.00 per 40-ft (40 x 96) container

Won 14,400.00 per 45-ft (45) container

### b) FOR REEFER Cargo:

(1) Free Time shall be 3 working days commencing from the next day after receipt of the cargo at Carrier's CY, excluding Sunday and Public Holidays, storage charges will be assessed from the first midnight following expiration of free time and will be charged as follows per day:

Won 55,400.00 per 20-ft (20) container
Won 77,800.00 per 40-ft (40 x 86) container
Won 77,800.00 per 40-ft (40 x 96) contaienr

(Remarks: Inclusive of electricity or reefer monitoring charges.)

- (2) Upon expiry of free time, Carrier is not permitted to absorb any additional charges, and all charges imposed by the terminals, including but not limited to storage, electricity, and any other applicable charges, shall be for the account of the cargo.
- c) FOR OPEN TOP (including HARD TOP), FLAT RACK Cargo:
- (1) Free Time shall be 3 working days commencing from the next day after receipt of the cargo at carrier's CY, excluding Sundays and Public Holidays. storage charges will be assessed upon the expiration of the free time and will be charged as follows per day:

Won 64,900.00 per 20-ft (20) container Won 77,800.00 per 40-ft (40) container

E. IN HONG KONG and

IN HONG KONG AND GUANGDON PROVINCE (Chiwan/Dachan Bay/ Nansha/Shekou/Yantian)

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FOR REEFER CARGO EX ALL ORIGINS

Upon expiry of Free Time, Carrier is not permitted to absorb any additional charges, and all charges imposed

by the terminals, including but not limited to storage, electricity, and any other applicable charges, shall be for the account of the cargo.

Free Time (See EXCEPTION)

For the purpose of this rule, the last day of free time would be advertised CY closing date for the next available vessel.

1. On CFS cargo actually received at Carrier's vessel terminal, i.e. on dock terminal, Carrier shall grant free storage for up to a maximum of 14 working days including Saturdays, Sundays and Public Holidays from the receipt of cargo.

2. For CY cargo received at Carriers vessel terminal, Free time shall be as follows:

a) Hong Kong

For Dry Cargo : 7 calendar days

For Reefer Cargo : 3 calendar days

For Open-Top/Flat-Rack Cargo: 3 calendar days

For Hazardous/Dangerous Cargo: 72 hrs from vessel

arrival

For O.O.G. Cargo : Nil

b) Guangdong Province

For Dry Cargo : 7 calendar days

For Reefer Cargo : 3 calendar days

For Open-Top/Flat-Rack Cargo: 3 calendar days

For O.O.G. Cargo : Nil

**EXCEPTION:** 

For cargo received at ports in Hong Kong and Guangdong Province during pre-National Holiday rush from October 1, 2013 to October 7, 2013 are exempted from counting demurrage free time.

Storage Charges (Demurrage)

Withdrawal of Export Shipment: In the event that shipper delivers a loaded container to the Carrier, but subsequently cancels the shipment prior to vessel's departure, all charges incurred, from the time of cancellation, including but not limited to lift on/ lift off, and storage charges, shall be for account of cargo and shall be assessed in accordance with local terminal tariffs.

- 1. The following charges will be assessed upon the expiration of the free time (See Rule 16):
- a. Hong Kong

Cost per day Cost per day from

Up to the fifth day the Sixth Day and up

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Dry Cargo HK\$ 675.00/20' HK\$ 1238.00/20'

HK\$ 1275.00/40' HK\$ 2475.00/40'

HK\$ 1275.00/40H' HK\$ 2475.00/40H'

HK\$ 1425.00/45' HK\$ 2775.00/45'

Reefer Cargo HK\$ 1313.00/20 HK\$ 2588.00/20

HK\$ 2325.00/40 HK\$ 4575.00/40

HK\$ 2325.00/40H HK\$ 4575.00/40H

Open-Top and

Flat Rack

Cargo HK\$ 1313.00/20 HK\$ 2588.00/20

HK\$ 2325.00/40 HK\$ 4575.00/40

HK\$ 2325.00/40H HK\$ 4575.00/40H

## Dangerous

Cargo HK\$ 5000.00/20 HK\$ 6000.00/20

HK\$10000.00/40 HK\$11000.00/40

HK\$10000.00/40H HK\$11000.00/40H

HK\$12000.00/45 HK\$13000.00/45

O.O.G. Cargo HK\$ 2000.00/20 per day

HK\$ 3000.00/40 per day

## b. Guangdong Province

- i) For Dry Cargo
  - at Chiwan, Dachan Bay, Shekou and Yantian:

Cost per day Cost per day from

Up to the fifth day the Sixth Day and up

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CNY 200.00/20' CNY 250.00/20'

CNY 300.00/40' CNY 500.00/40'

CNY 300.00/40H' CNY 500.00/40H'

CNY 350.00/45' CNY 550.00/45'

### - at Nansha:

CNY 120.00/20 CNY 240.00/20

CNY 240.00/40 CNY 480.00/40

CNY 240.00/40H CNY 480.00/40H

CNY 260.00/45 CNY 530.00/45

## ii) For Reefer Cargo

Cost per day Cost per day from

Up to the fifth day the Sixth Day and up

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CNY 320.00/20 CNY 630.00/20

CNY 630.00/40 CNY 1,250.00/40

CNY 630.00/40H CNY 1,250.00/40H

## iii) For Open-Top and Flat Rack Cargo

Cost per day Cost per day from

Up to the fifth day the Sixth Day and up

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CNY 320.00/20 CNY 630.00/20

CNY 630.00/40 CNY 1,250.00/40

CNY 630.00/40H CNY 1,250.00/40H

Storage Charges for O.O.G. cargo at Chiwan, Dachan Bay, Nansha, Shekou and Yantian:

## Cost Per Day

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1st - 3rd days CNY 650.00/unit

4th - 7th days CNY 1,000.00/unit

8th days and up CNY 2,000.00/unit

2. When cargo is shut-out due to conditions beyond shipper's control or when the vessel is cancelled or delayed, Carrier shall absorb all storage charges and the handling costs from time of receipt provided the cargo is loaded to the Carrier's next scheduled vessel. However, if the cargo has already incurred demurrage charges for the period up to the originally scheduled vessel sailing date, then shipper shall be liable for such demurrage, and Carrier shall only absorb charges and costs from the date of the originally scheduled vessel sailing.

#### F. IN VIETNAM

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Applicable from all origin ports (including base port) in Vietnam:

a) Free Time: (See Exception)

For Dry Cargo : 3 days (excluding Sundays and

Holidays)

For Reefer Cargo: 2 days (excluding Sundays and

Holidays)

For Open-Top and

Flat-Rack : 3 days (excluding Sundays and

Holidays)

### **EXCEPTION:**

The following public holidays shall be exempted from counting free time:

- a) the New Year Holiday on January 1, 2015
- b) the Lunar New Year Holidays from February 17, 2015 to February 23, 2015
- c) the King Hung Anniversary Holiday, the Victory Day and Labor International Day from April 28, 2015 to May 1, 2015
- d) deleted
- e) the National Day Holiday on September 2, 2015
- b) Demurrage Charges:

For Dry Cargo:

1-5 days: VND 270,000.00 per 20-ft (20') container

VND 480,000.00 per 40-ft (40'x8'6") container

VND 480,000.00 per 40-ft (40'x9'6") container

VND 670,000.00 per 45-ft (45') container

- 6-10 days: VND 440,000.00 per 20-ft (20') container

  VND 790,000.00 per 40-ft (40'x8'6") container

  VND 790,000.00 per 40-ft (40'x9'6") container

  VND1,100,000.00 per 45-ft(45') container
- 11+ days: VND 730,000.00 per 20-ft (20') container
  VND1,100,000.00 per 40-ft(40'x8'6") container
  VND1,100,000.00 per 40-ft(40'x9'6") container
  VND1,550,000.00 per 45-ft(45') container

## For Reefer Cargo:

- 1-3 days: VND 950,000.00 per 20-ft (20') container

  VND1,570,000.00 per 40-ft(40'x8'6") container

  VND1,570,000.00 per 40-ft(40'x9'6") container
- 4+ days: VND1,360,000.00 per 20-ft(20') container

  VND2,200,000.00 per 40-ft(40'x8'6") container

  VND2,200,000.00 per 40-ft(40'x9'6") container

### For Flat-Rack/Open Top Cargo:

- 1-5 days: VND 330,000.00 per 20-ft (20') container
  VND 630,000.00 per 40-ft (40') container
- 6-10 days: VND 670,000.00 per 20-ft (20') container

  VND1,250,000.00 per 40-ft(40') container
- 11+ days: VND1,000,000.00 per 20-ft(20') container VND1,900,000.00 per 40-ft(40') container

### G. CAMBODIA

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15 days for dry cargo, Reefer cargo is not applicable.

H. MYANMAR (BURMA)

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a) Free Time Allowed: 7 calendar days

Free time shall commence from the first midnight after
The loaded container has been returned to carrier's CY.

b) Demurrage Charge:

For All Cargo:

8-60 days : USD 3.00 per 20-ft (20) container per day

USD 6.00 per 40-ft (40x86) container per day

USD 6.00 per 40-ft (40x96) container per day

USD 6.00 per 45-ft (45) container per day

61-180 days: USD 5.00 per 20-ft (20) container per day

USD 10.00 per 40-ft (40x86) container per day

USD 10.00 per 40-ft (40x96) container per day

USD 10.00 per 45-ft (45) container per day

181-365 days: USD 7.00 per 20-ft (20) container per day

USD 14.00 per 40-ft (40x86) container per day

USD 14.00 per 40-ft (40x96) container per day

USD 14.00 per 45-ft (45) container per day

366+ days : USD 9.00 per 20-ft (20) container per day

USD 18.00 per 40-ft (40x86) container per day

USD 18.00 per 40-ft (40x96) container per day

USD 18.00 per 45-ft (45) container per day

I. ALL OTHER ORIGINS PER LOCAL TERMINAL TARIFF.

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Rule 101-L Free Time & Demurrage Charges - Origin ISC

effective date = 15Aug2018

FREE TIME STORAGE AND DEMURRAGE AT ORIGIN

This rule shall apply to all shipments moving under this tariff and to all shipments moving under service contracts subject to this tariff. To the extent cargo is shut out or otherwise delayed due solely to reasons for which the Carrier is responsible (for example, vessel cancellation or delay), storage and handling charges arising as a direct result shall be for the account of Carrier.

Otherwise, Merchant (as defined in Carriers regular form bill of lading) shall be responsible for storage and demurrage and other charges pursuant to the tariff and/or service contract provisions.

Payment of accrued storage charges must be received by carrier prior to release of laden on board Bills of Lading.

Withdrawal of Export Shipment:

1. In the event that shipper delivers a loaded container to

the carrier, but subse- quently cancels the shipment prior

to vessel's departure, all charges incurred, from the time

of cancellation, including but not limited to lift on/lift

off, and storage charges, shall be for account of cargo and

shall be assessed in accordance with local terminal tariffs.

2. In the event that the shipper delivers an empty container

to the carrier and cancels the shipment prior to vessel's

departure, all charges incurred by the carrier shall be for

account of shipper and shall be assessed in accordance with

local terminal tariffs.

FOR REEFER CARGO EX ALL ORIGINS

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Upon expiry of Free Time, Carrier is not permitted

to absorb any additional charges, and all charges

imposed by the terminals, including but not limited

to storage, electricity, and any other applicable

charges, shall be for the account of the cargo.

**DEMURRAGE FREE TIME:** 

ORIGIN: Pakistan

a) Free Time Allowed:

All Cargo, Non-Hazardous/Non-Dangerous: 5 calendar days

All Cargo, Hazardous/Dangerous : 3 calendar days

Free time shall commence from the first midnight after

the loaded container has been returned to carrier's CY.

b) Demurrage Charge:

All Cargo:

Till-Shipped Out: PKR 360.00 per 20' container per day

PKR 720.00 per 40' container per day

PKR 720.00 per 40'H container per day

PKR 720.00 per 45' container per day

For the purpose of this rule the last day of free time would be advertised CY closing date for the next available vessel.

ORIGIN: All Other Origins

For details of free time and storage charges please refer to applicable Local Port or Terminal Tariffs.

Rule 101-M Container Shutout/Terminal Demurrage Charge - Origin JNPT

effective date = 15Aug2018

Upon receipt of a loaded container in the port of Jawaharlal Nehru (Nhava Sheva or JNPT), the following shall apply:

- a. If the container has to be detained at port due to
  - (1) a request from the shipper;
  - (2) a change in port of discharge and/or vessel; or
  - (3) non receipt of Customs Documentation for approval of such container for loading onto vessel,

then the following charge per container shall apply:

INR 1500/20' container

INR 2250/40' container

b. In the event of a container needed to be moved from

one location to another within the port container

yard, the following shifting charge per container

shall apply:

INR 1500/20' container

INR 2250/40' container

c. In the event of a container needed to be detained

after being moved from the container yard to the

ship side, the following charge per container shall

apply:

INR 2650/20' container

INR 3975/40' container

d. The following demurrage charge per container per

day shall apply to above (a) thru (c). Days shall

be counted from the day the container entered into

the port container yard to the day the container

loaded onto a vessel:

Day 1 to Day 15: US\$ 2.86 per 20' per day

US\$ 5.72 per 40' per day

Day 16 to Day 30 : US\$ 5.72 per 20' per day

US\$ 11.44 per 40' per day

Thereafter : US\$ 11.44 per 20' per day

US\$ 22.88 per 40' per day

All the charges above are not applicable on containers originating from inland container depots and needed to be paid on prepaid basis.

Rule 101-N Free Time & Demurrage - Origin AU-NZ-ME-EAFR

effective date = 15Aug2018

### I. FREE TIME STORAGE AND DEMURRAGE AT ORIGIN

This rule shall apply to all shipments moving under this tariff and to all shipments moving under service contracts subject to this tariff. To the extent cargo is shut out or otherwise delayed due solely to reasons for which the Carrier is responsible (for example, vessel cancellation or delay), storage and handling charges arising as a direct result shall be for the account of Carrier. Otherwise, Merchant (as defined in Carriers regular form bill of lading) shall be responsible for storage and demurrage and other charges pursuant to the tariff and/or service contract provisions.

Payment of accrued storage charges must be received by Carrier prior to release of laden on board Bills of

## A) FOR TERMPERATURE-CONTROLLED CARGO EX ALL ORIGINS:

Upon expiry of Free Time, Carrier is not permitted to absorb any additional charges, and all charges imposed by the terminals, including but not limited to storage, electricity, and any other applicable charges, shall be for the account of the cargo.

### B) WITHDRAWAL OF EXPORT SHIPMENT:

- 1. In the event that shipper delivers a loaded Container to the Carrier, but subsequently cancels the shipment prior to vessels departure, all charges incurred, from the time of cancellation, including but not limited to lift on/lift off, and storage charges, shall be for account of cargo and shall be assessed in accordance with local terminal tariffs.
- 2. In the event that the shipper delivers an empty container to the Carrier and cancels the shipment prior to vessels departure, all charges incurred by the Carrier shall be for account of shipper and shall be assessed in accordance with local terminal tariffs.

## C) DEMURRAGE FREE TIME:

- ORIGIN COUNTRY: AUSTRALIA (AU)

a. For cargo received at Patrick Terminal in Brisbane,

Bell Bay, Fremantle, Melbourne or Sydney:

- For All Cargo : 7 calendar days

b. For cargo received at DPW Terminal in Brisbane,

Melbourne, or Sydney:

- For All Cargo : 5 calendar days

c. For cargo received at ports in Adelaide:

- For All Cargo : 5 calendar days

Free time shall commence from the day after receipt of the cargo. Storage charge will be assessed from the first midnight following expiration of free time.

- ORIGIN COUNTRY: BAHRAIN (BH)

a. For cargo received at port in Bahrain:

- For All Cargo : 11 calendar days

Free time shall commence from the day after receipt of the cargo. Storage charge will be assessed from the first midnight following expiration of free time.

- ORIGIN COUNTRY: KENYA (KE)

Free time and demurrage shall be assessed in accordance with the applicable Local Port or Terminal Tariff(s).

- ORIGIN COUNTRY: KUWAIT (KW)

a. For cargo received at port in Kuwait:

- For Dry Cargo : 10 calendar days

- For Reefer Cargo : Nil

Free time shall commence from the day after receipt of the cargo. Storage charge will be assessed from the first midnight following expiration of free time.

- ORIGIN COUNTRY: MADAGASCAR (MG)

Free time and demurrage shall be assessed in accordance with the applicable Local Port or Terminal Tariff(s).

- ORIGIN COUNTRY: MAURITIUS (MU)

Free time and demurrage shall be assessed in accordance with the applicable Local Port or Terminal Tariff(s).

- ORIGIN COUNTRY: NEW ZEALAND (NZ)

a. For cargo received at ports in Auckland, Lyttelton,Tauranga, or Wellington:

- For All Cargo : 7 calendar days

b. For cargo received at ports in Napier:

- For All Cargo : 3 calendar days

Free time shall commence from the day after receipt of the cargo. Storage charge will be assessed from the first midnight following expiration of free time.

- ORIGIN COUNTRY: OMAN (OM)

a. For cargo received at port in Sohar:

- For Dry Cargo : 10 calendar days

- For Hazardous Cargo : nil

Free time shall commence from the day after receipt of the cargo. Storage charge will be assessed from the first midnight following expiration of free time.

- ORIGIN COUNTRY: QATAR (QA)

a. For cargo received at port in Doha:

- For All Cargo : 5 calendar days

Free time shall commence from the day after receipt of the cargo. Storage charge will be assessed from

the first midnight following expiration of free time.

- ORIGIN COUNTRY: REUNION (RE)

Free time and demurrage shall be assessed in accordance with the applicable Local Port or Terminal Tariff(s).

- ORIGIN COUNTRY; IN SAUDI ARABIA (SA)

a. For cargo received at ports in Dammam or Jeddah:

- For Dry Cargo : 10 calendar days

- For Reefer Cargo : 10 calendar days

Free time shall commence from the day after receipt of the cargo. Storage charge will be assessed from the first midnight following expiration of free time.

- ORIGIN COUNTRY: TANZANIA (TZ)

Free time and demurrage shall be assessed in accordance with the applicable Local Port or Terminal Tariff(s).

- ORIGIN COUNTRY: UNITED ARAB EMIRATES (AE)

a. For cargo received at port in Jebel Ali:

- For All Cargo : 10 calendar days

Free time shall commence from the day after receipt of the cargo. Storage charge will be assessed from the first midnight following expiration of free time.

## - IN All OTHER COUNTRIES:

Free time and demurrage shall be assessed in accordance with the applicable Local Port or Terminal Tariff(s).

# D) DEMURRAGE CHARGE:

The following charges will be assessed upon the expiration of the free time (per calendar day):

- ORIGIN COUNTRY: AUSTRALIA (AU)

Currency: Australia Dollar (AUD)

Cargo Day Charge Per Day

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Dry Cargo 1+ AUD 34.00/20

AUD 68.00/40

AUD 68.00/40H

Reefer Cargo 1+ AUD 34.00/R20 AUD 68.00/R40 AUD 68.00/R40H

- ORIGIN COUNTRY: BAHRAIN (BH): (see Note)

Currency: Bahrain Dinar (BHD)

Cargo Day Charge Per Day

-----

All Cargo 1-10 BHD 1.50/20

BHD 3.00/40

BHD 3.00/40H

BHD 3.50/45

11-20 BHD 2.00/20

BHD 4.00/40

BHD 4.00/40H

BHD 4.50/45

21-30 BHD 3.00/20

BHD 6.00/40

BHD 6.00/40H

BHD 7.00/45

31+ BHD 5.00/20

BHD 10.00/40

BHD 10.00/40H

BHD 11.00/45

## Note:

- The demurrage charges for Over Dimensional Cargo (OOG), multiply the above charges by 200%.
- The demurrage charges for Hazardous Cargo requiring special handling shall be BHD75.00 per container per day and there is no free time for such cargo.
- ORIGIN COUNTRY : KENYA (KE)

Demurrage charge will be billed to shipper direct by

the terminal upon expiration of free time. Shipper shall settle payment with terminal timely.

- ORIGIN COUNTRY: KUWAIT (KW)

Currency: Kuwait Dinar (KWD)

Cargo Day Charge Per Day

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Dry Cargo 1-10 KWD 3.00/20

KWD 5.00/40

KWD 5.00/40H

11-20 KWD 5.00/20

KWD 8.00/40

KWD 8.00/40H

21+ KWD 7.00/20

KWD 11.00/40

KWD 11.00/40H

Reefer Cargo 1-10 KWD 6.00/R20

KWD 9.00/R40

KWD 9.00/R40H

11-20 KWD 8.00/R20

KWD 12.00/R40

KWD 12.00/R40H

21+ KWD 10.00/R20

KWD 15.00/R40

KWD 15.00/R40H

- ORIGIN COUNTRY: MADAGASCAR (MG)

Demurrage charge will be billed to shipper direct by the terminal upon expiration of free time. Shipper shall settle payment with terminal timely.

- ORIGIN COUNTRY: MAURITIUS (MU)

Demurrage charge will be billed to shipper direct by the terminal upon expiration of free time. Shipper shall settle payment with terminal timely.

- ORIGIN COUNTRY: NEW ZEALAND (NZ)

Currency: New Zealand Dollar (NZD)

- Auckland, NZ

Cargo Day Charge Per Day

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Dry Cargo 1+ NZD 45.63/20

NZD 91.26/40

NZD 91.26/40H

Reefer Cargo 1+ NZD 45.63/R20

NZD 91.26/R40

NZD 91.26/R40H

- Lyttelton, NZ

Cargo Day Charge Per Day

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Dry Cargo 1+ NZD 56.00/20

NZD 112.00/40

NZD 112.00/40H

Reefer Cargo 1+ NZD 56.00/R20

## NZD 112.00/R40

## NZD 112.00/R40H

- Napier, NZ

Cargo Day Charge Per Day

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Dry Cargo 1-4 NZD 5.00/20

NZD 10.00/40

NZD 10.00/40H

5+ NZD 25.00/20

NZD 50.00/40

NZD 50.00/40H

Reefer Cargo 1-4 NZD 5.00/R20

NZD 10.00/R40

NZD 10.00/R40H

5+ NZD 25.00/R20

NZD 50.00/R40

NZD 50.00/R40H

- Tauranga, NZ

Cargo Day Charge Per Day

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Dry Cargo 1-7 NZD 15.00/20

NZD 30.00/40

NZD 30.00/40H

8+ NZD 35.00/20

NZD 70.00/40

NZD 70.00/40H

Reefer Cargo 1-7 NZD 15.00/R20

NZD 30.00/R40

NZD 30.00/R40H

8+ NZD 35.00/R20

NZD 70.00/R40

NZD 70.00/R40H

- Wellington, NZ

Cargo Day Charge Per Day

-----

Dry Cargo 1+ NZD 46.15/20

NZD 92.30/40

NZD 92.30/40H

Reefer Cargo 1+ NZD 46.15/R20

NZD 92.30/R40

NZD 92.30/R40H

- ORIGIN COUNTRY: OMAN (OM)

Currency: U.S. Dollar (USD)

Cargo Day Charge Per Day

----

Dry Cargo 1-10 USD 2.60/20

USD 5.20/40

USD 5.20/40H

11-20 USD 3.90/20

USD 7.88/40

USD 7.88/40H

21+ USD 6.50/20

USD 13.00/40

#### USD 13.00/40H

- ORIGIN COUNTRY: QATAR (QA)

Currency: Qatar Riyal (QAAR)

Cargo Day Charge Per Day

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All Cargo 1-5 QAR 30.00/20

QAR 60.00/40

QAR 60.00/40H

6+ QAR 60.00/20

QAR 120.00/40

QAR 120.00/40H

- ORIGIN COUNTRY: REUNION (RE)

Demurrage charge will be billed to shipper direct by the terminal upon expiration of free time. Shipper shall settle payment with terminal timely.

- ORIGIN COUNTRY: SAUDI ARABIA (SA)

Currency: Saudi Arabia Riyal (SAR)

Cargo Day Charge Per Day

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All Cargo 1+ SAR 20.00/20

SAR 20.00/40

SAR 20.00/40H

- ORIGIN COUNTRY: TANZANIA (TZ)

Demurrage charge will be billed to shipper direct by the terminal upon expiration of free time. Shipper shall settle payment with terminal timely.

- ORIGIN COUNTRY: UNITED ARAB EMIRATES (AE)

Currency: United Arab Emirates Dirham (AED)

Cargo Day Charge Per Day

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All Cargo 1-20 AED 30.00/20

AED 60.00/40

AED 60.00/40H

21-50 AED 40.00/20

AED 80.00/40

AED 80.00/40H

51+ AED 80.00/20

AED 160.00/40

AED 160.00/40H

## - IN ALL OTHER COUNTRIES:

Free time and demurrage shall be assessed in accordance with the applicable Local Port or Terminal Tariff(s).

Rule 101-O STORE DOOR Delivery - Destination US

effective date = 15Aug2018

Unless otherwise provided under a specific rate or Service

Contract item, this rule is applicable to FCL cargo only.

For the purposes of this rule, counting of free time and demurrage/detention charge for specialized containers would be the same as reefer cargo and that for bulk, tank, open top, hard top, ventilated and flat rack containers would be the same as dry cargo.

Notwithstanding any provision of this tariff or contractual arrangements to the contrary, the Free Time and Detention and Demurrage provisions applicable to cargo moving on a Store Door Delivery basis shall be those which are set out in this rule.

Store Door Delivery Service to all the SDD Destination
Points covers drayage from the ocean carrier's destination
facility to the shipper's place of business. Cargo
delivered to the shipper's place of business is considered
to be received by merchant and must be unstuffed by merchant
at the SDD location on the Bill of Lading to which it shall
be delivered. Shipper may not have any containers drayed to
any location other than the SDD location stated on the Bill
of Lading. The Carrier's responsibility with regard to and
liability for the cargo shall cease upon delivery of the
container to the initial SDD destination and the Carrier
shall have no further obligation with regard to the cargo.

When the Carrier delivers cargo to the Shippers premises after the regular work hours per instruction from the

Shipper, or if the cargo must be pulled from final destination facility the previous working day in order to make the required delivery appointment, any costs or surcharges incurred by the Carrier, in addition to if such cargo was delivered during the regular work hours, shall be for account of cargo.

When consignees and/or their agents make available and return empty containers, rail trailers or motor equipment to the Carrier's custody after unstuffing, they must assume full responsibility for cleaning out of all the materials used for securing the equipment, with reasonable sweeping of the floor of the equipment, and the complete removal of any and all dangerous placards which may be on the containers.

For rates that are filed under motor bridge service, store door delivery is included and also other rules pertaining to store door delivery shall apply.

In the event Carrier is obligated to deliver cargo to a consignee's facility, and Carrier incurs storage/demurrage charges at the DIT facility over a weekend and the consignee's facility to which the cargo is destined does not receive cargo on weekends, such storage/demurrage charges shall be for the account of cargo interest and shall be payable prior to delivery of the cargo.

All rates and/or destination points naming Store Door
Delivery service shall be subject to the following terms
and conditions:

#### A. Customs Clearance

The Merchant shall be responsible to clear shipments and request delivery of the loaded container(s) to their destination facility as shown on the Bill of Lading and to make available for pick-up the empty containers to the Carrier within the Free Time provided in paragraph C. of this Rule. Upon expiration of the Free Time, the Merchant shall be assessed the equipment usage charges until the date that the containers are made available for pick-up by the Carrier.

The Merchant shall arrange to clear with U.S. Customs:

(1) At Carrier's Destination Interchange Terminal (DIT).
The DIT is defined as the facility operated by the ocean carrier or his agent, at which containers are interchanged with the delivering Motor Carrier;

or

(2) At the point of Store/Door Delivery, provided the Merchant has bounded facility within the premises to which the shipment is consigned; (3) At a location, other than the DIT or Merchant's bounded facility, provided any additional drayage expenses over and above the line haul, Motor Carrier charges from the DIT to the Merchant's place of business shall be for the account of cargo. Merchant must arrange routing and payment of any additional drayage charges with ocean carrier's designated trucker prior to movement;

or

- (4) At vessel interchange port.
- B. Delivery of Loaded Container(s) to Store Door Delivery/Return of Empty(ies)

Rates naming Store/Door Delivery service include delivery of the container(s) to Merchant's place of business for unloading by Merchant. As described in paragraph (C) of this Rule, the Merchant must clear cargo and request delivery within the free time allowed. When requesting delivery of the container(s) the Merchant must advise which of the following delivery services are required:

## (1) Driver Standby

Upon delivery of the loaded container to the Merchant's

facility as shown on the Bill of Lading, the Merchant shall have the permitted standby time as per the individual truckers' tariffs to complete unloading of his cargo from the container. The driver shall wait for unloading of cargo to be completed and shall make available for pick-up the empty container at the carrier's DIT. Should the unloading time exceed the permitted standby time as per the individual truckers' tariffs, the Motor Carrier shall bill the Merchant for any charges accruing thereafter.

(2) Drop and Pull (not applicable to tri-axle 20' - see below)

Drop and pull service shall include delivery of the loaded container to the Merchant's premises. The driver shall position the container at the location within the Merchant's premises and leave without waiting for unloading to be performed. Any individual drayage expenses over and above what the motor carrier charges for one round trip between the DIT and the Merchant's place of business shall be for the account of cargo.

(3) Tri-axle Chassis in 20-foot container

For store door delivery shipments in 20-foot containers on which the Carrier or its agent uses a tri-axle chassis, Carrier will only provide driver standby

delivery service. Drop and pull service will not be provided. Consignee must unload the container within the standby time as per the individual trucker's applicable tariff(s). Should unloading time exceed the permitted standby time, consignee shall be responsible for any charges, including the detention charge for tri-axle chassis, accruing thereafter as per the individual trucker's applicable tariff(s).

- C. Free Time and Demurrage/Equipment Usage Charges at Destination Interchange Terminal (DIT)
- (1) Free Time and Demurrage
- a. Dry Freight Container

All containers, excluding specialized containers referred to in subsection (b) below (but including non-operating reefers held with cargo at an ocean carrier DIT, whether the shipment therein occupies a full ocean container or not, and whether the carrier has provided a chassis or not, will be subject to the following free time and demurrage:

## 1) Free Time

Free time shall commence at 8:00 a.m. on the first working day after the full Bill of Lading quantity has been received at DIT, whether in one or more

containers, and shall expire at 5:00 p.m. on the

- a) second (2nd) calendar day including Saturdays,
   Sundays, and Holidays or the local terminal
   tariff, whichever is the less, when cargo is held
   at the Destination Rail Yard;
- b) fifth (5th) calendar day including Saturdays,
   Sundays and Holidays or the local terminal
   tariff, whichever is the less, when cargo is held
   or interchanged at other than Destination Rail
   Yard;

#### **EXCEPTIONS:**

(i) The Carrier is also permitted to discharge the undelivered shipments to public storage. Transfer and incidental expenses to the removal of such cargo from the container, storage of the contents, the reloading and delivery, shall be for the account of the cargo.

## 2) Demurrage

Cargo remaining at the DIT after expiration of free time period will be subject to demurrage charges as follows, to be collected prior to release of the container from the DIT:

i) For cargo routed via RIPI

US\$150.00 per container per calendar day

ii) For cargo routed via IPI

US\$150.00 per container per calendar day

## **EXCEPTION:**

For cargo movement under contract destined to Atlanta, GA, Carrier may, at Shippers written request, arrange cargo at the destination rail yard to be drayed to Carriers off-dock subject to following:

- i) Drayage from rail yard to off-dock facility shall be for account of cargo;
- ii) Ingate fee of US\$10 per container and outgate fee of US\$10 per container shall be assessed and paid by account.
- iii) Demurrage starts immediately after cargo gate-in to Carriers facility at
  - a) For cargo routed via USWC (IPI)

US\$50.00 per container per calendar day

b) For cargo routed via USEC (RIPI)

# US\$25.00 per container per calendar day

b. For Reefer Containers and/or Specialized Containers

## 1) Free Time

Free time shall commence at 8:00 a.m. on the first working day after the full Bill of Lading quantity has been received at DIT, whether in one or more containers, and shall expire at 5:00 p.m. on the

- a) first (1st) calendar day including Saturdays,
   Sundays, and Holidays or the local terminal
   tariff, whichever is the less, when cargo is held
   at the Destination Rail Yard;
- b) third (3rd) calendar day including Saturdays,
  Sundays and Holidays or the local terminal
  tariff, whichever is less, when cargo is held or
  interchanged at other than Destination Rail Yard;

# 2) Demurrage

Cargo remaining at the DIT after expiration of free time period will be subject to demurrage charges as follows, to be collected prior to release of the container from the DIT:

Demurrage per container or trailer per Day or

Fraction Thereof (Saturdays, Sundays and Holidays

Included)

Demurrage charge at US\$150 per container per calendar

day.

(2) Free Time and Equipment Usage Charges

During the period that the container(s) is in the

possession of the Merchant or its agent, the charges set

forth below shall be assessed for the account of the

cargo for each 24 hours or fraction thereof beyond the

allowed free time and shall continue to apply until

the carrier is notified in writing or by electronic

mail with the customer ID that the empty equipment is

available for pick up.

a. Dry Containers (including Reefer Container used as

Dry)

1) Free Time - 5 days

2) Equipment Usage Charges:

(i) Container/Chassis Set : US\$ 85.00 per

calendar day

(ii) Container only without Chassis: US\$ 50.00 per

## calendar day

- b. Reefer Containers
  - 1) Free Time 3 days
- 2) Equipment Usage Charges:

Container/Chassis Set : US\$125.00 per calendar day

For the purposes of this rule, Free Time shall commence at 0800 on the first day following the removal of the container(s) from the DIT, Saturdays, Sundays and Holidays excluded.

- D. Delivery Service does not include unstuffing of container.
- E. The location where Store Door Delivery Service is provided must be within the city limits of the destination point shown on the Bill of Lading.
- F. Unless otherwise stated in individual rate or service contract item, all rates to points located in IPI Group 4, are inclusive of store door delivery.

Rule 101-P DETENTION in Transit - TP Origin

Upon written request of shipper/consignee and subject to carrier's approval, carrier will provide detention in transit on full container quantities subject to the following terms and conditions:

 Cargo covered - All cargo shipped on one bill of lading from one shipper at one port of origin to one consignee at one port of destination. Bill of Lading quantities may not be split.

For Cargo Moving Under PRC CCA Memo B/L: 7 days

- 2. Service performed Carrier will hold container(s) at:
  - A) "Relay ports" for a period of 30 calendar days (See NOTE 1) commencing at 8:00 a.m. on the 7th day following arrival of the origin vessel at the "relay port" or the arrival of the first available vessel that could be used for on-carriage, whichever occurs first, and ending at 8:00 a.m. on the day the "on-carrying vessel" arrives at the "relay port".
- 3. Notification Shipper must present written request for detention in transit at the time of booking of cargo which is to be held at relay ports and prior to arrival at relay ports on cargo which is to be held at relay ports.

4. Charges - Carrier shall assess a charge for services provided under this rule for all cargo at US\$5 per container per day, or on the basis of actual costs incurred, subject to a minimum of US\$5 per container in both cases.

## 5. Definitions:

- (A) "Relay port" Any port where cargo is transferred from one vessel to another vessel to continue the bill of lading transportation.
- (B) "On-carrying vessel" The vessel actually used to continue the bill of lading transportation.

NOTE 1: When the on-carrying vessel does not arrive in port on the last day provided in this rule for detention in transit, such maximum time will be extended until the arrival of the next available on-carrying vessel.

The above rule can only be performed at ports other than ports in the United States.

Rule 102 EXPORT FROM USA - EQUIPMENT FREE TIME, DETENTION, DEMURRAGE

effective date = 15Aug2018

Please refer to the following sub-rules.

Rule 102-A Use of Carrier Equipment

effective date = 15Aug2018

This rule contains details on the use of Carrier's equipment, detention in countries importing from the United States and in the United States.

Rule 102-B Equipment Free Time and Detention on CY Cargo Origin US

effective date = 15Aug2018

- 1. Empty Containers which are removed from origin container yards, terminals or container depots by shipper or its agent for stuffing at shipper's expense and risk, are subject to the following conditions:
- a. Containers must be returned by shipper to the CY or terminal from which they were removed unless carrier agrees to accept delivery at another CY or terminal.
- b. Containers may only be interchanged during the regular working day unless prior arrangements are made for interchange at other times. All containers received stuffed per this Rule will be transported subject to shipper's load and count.
- 2. Empty Containers for stuffing by shipper or its agent may be picked up from a point designated by carrier

subject to the following conditions:

- a. All expenses in connection with pick-up stuffing and delivery of containers are at shipper's risk and expense.
- b. Containers must be returned by shipper to the CY or terminal designated by carrier.
- c. Containers may only be interchanged during the regular working day unless prior arrangements are made for interchange at other times. All containers received stuffed per this Rule will be transported subject to shipper's load and count.
- d. Empty containers or chassis may be released to a
  Shipper in any state or province; qualifying container
  depots (CD) may not be owned or controlled by a cargo
  interest or by an affiliate thereof.

Exception for West Coast Bill(s) of Lading: Except in connection with cargo moving at "store-door" rates applicable from a Shipper's premises or IPI-Ramp empty containers, empty containers or chassis must be released to a Shipper in the states of California, Nevada, Idaho, Oregon, and Washington only at a container depot (CD) or at a container yard (CY), both of which must be located at a port as defined in the scope.

- 3. Provisions for equipment free time or detention charges are subject to carrier's tariffs.
- 4. As an exception to this subrule, Carrier may dispatch empty container(s) directly from an inbound consignee's location for outbound shipments for the same entity or its subsidiary or affiliate companies. Containers must be returned by Shipper to the CY or terminal designated by Carrier except for the above case. All expenses in connection with delivery of containers are at Shipper's risk and expense, except for store-door pick-up or IPI from a point with no COFC or TOFC rail terminal. Containers may only be interchanged during the regular working day unless prior arrangements are made for interchange at other times. All containers received stuffed per this provision will be transported subject to Shipper's load and count.

# 5. For U.S. origin cargo:

Chassis availabilty for shipments moving under
HAY, APPLE and PEARS, and FRENCH FRIED POTATOES:

For shipments moving under Merchant haulage, Carrier may provide Carrier owned or leased "standard" chassis and/or equipment. However, Carrier is prohibited from providing super-chassis, tri-axel chassis, or other non-standard chassis.

Upon their request, Shippers or their agents may arrange to provide a chassis, and in such cases the Carrier shall not be permitted to directly or indirectly grant any allowance or discount to the Shipper, his agent or the motor carrier for the use of such chassis and/or equipment.

For the purposes of this rule, Carrier leased standard chassis can only be provided if the leasing company is bona-fide. Furthermore, such company shall not be owned or controlled by any shipper, consignee, consolidator, forwarder, broker or NVOCC.

Additionally, a standard chassis shall be defined as a two-axle chassis and a super-chassis shall be defined as a chassis with 3 or more axles.

Rule 102-C Equipment Free Time and Detention - Destination

effective date = 15Aug2018

The following applies to all destinations in addition to rules specified for specific destinations.

## 1. Work Stoppages

Work stoppages at a terminal due to labor disputes, extreme weather conditions, or other force majeure situations preventing discharge or delivery of cargo or containers shall be excluded from the calculation of equipment free time for the period of the work stoppage. In such cases, the Carrierr, upon competent advice, may decree that such situation exists at a destination port or ports and the days that shall be excluded from the calculation of free time.

2. Rate Basis on Detention Charges on Cargo Freighted on a per Unit or Lump Sum Basis other than per Container basis:

Cargo freighted on a per unit or lump sum basis will be assessed detention charges on a weight or measurement basis, whichever creates the higher charge.

- 3. Stuffed Containers which are removed from water carrier's CY by consignee or its agent for unstuffing at Consignee's expense and risk, are subject to the following conditions:
- a. Containers must be returned by Consignee to the CY from which they were removed unless carrier agrees to accept delivery elsewhere. However, empty containers may with the written consent of Carrier be returned by Consignee to a Consignee's location for outbound shipment for the same entity or its subsidiary or affiliated companies. Prior to delivery of containers from any container yard ("CY") at which local custom and practice requires the feeder, barge and/or terminal

operator to collect from the consignee, receiver or other Merchant a reasonable and refundable container deposit, the consignee, receiver or other Merchant shall pay such deposit to the feeder, barge and/or terminal operator to secure the return of the container equipment. Upon return of the container equipment, the consignee, receiver or other Merchant shall be entitled to a refund of said deposit, less any amounts required to pay the costs (a) of cleaning and/or repairing such container, and/or (b) per diem charges, provided such costs or charges are the legal responsibility of the consignee, receiver or other Merchant.

- b. Containers may only be interchanged during the regular working day unless prior arrangements are made for interchange at other times.
- c. Unless otherwise specifically provided, the cost of lifting packed containers from truck, trailer, rail car, barge or lighter is assumed by the ocean carrier.
- d. When Consignees and/or their agents return empty containers, rail trailers, or motor equipment to the Carrier's custody after unstuffing, they must assume full responsibility for ensuring that such containers are in clean and sound condition. If the Consignees and/or their agents do not have the necessary special cleaning and/or disposal facilities, the Carrier may, by arrangement following the delivery, agree to under-

take the necessary work at the Consignee's expense.

In specific commodity items, there may be specifically named charges for the cleaning of containers.

#### **EXCEPTIONS:**

 i. For shipments of Hay, there is a charge for cleaning the container which must be stated separately on the Bill of Lading and may be either prepaid or collect:

This charge has been cancelled.

#### ii. Japan only:

For shipments under temperature control to ports in Japan only, Carrier may absorb the container cleaning fee.

# iii. Philippines only:

The charge is \$10.00 per 20' container, \$20.00 per 40'-45' container or the actual cost, whichever is higher.

4. Provisions for equipment freetime or detention charges set forth herein shall apply to the exclusion of any conflicting provisions in individual interchange agreements with inland carriers or tariffs containing such agreements. No interchange agreement shall contain any provision or term which provides for assessing any charge for the use of carriers' equipment against cargo

interests except as provided in this rule.

Free time for each container, with or without chassis shall be forty-eight (48) hours, excluding Sundays and holidays, and shall commence at midnight after removal of the carrier's equipment from carrier's terminal.

Equipment detention charges on equipment not returned to the custody of the carrier prior to the expiration of equipment free time shall be assessed in accordance with the provisions shown below for each twenty-four (24) hour period or fraction thereof, including Saturdays, Sundays and holidays, beyond the expiration of equipment free time. Payment from consignee may be made in U.S. dollars or in local currency at the option of the carrier.

- a. Ordinary Cargo Container [see Exception]Equipment detention will be assessed per revenueton per day after expiry as follows: Rate \$2.50
- b. Refrigerated, Tank, Open Top or Flat-rack/Platform
  Container. [see Exception]
  Equipment detention will be assessed per revenue
  ton per day after expiry as follows: Rate \$5.00
- 5. For shipper furnished container, upon shipper or consignee request carrier may furnish a chassis. When carriers supply a chassis for a shipper furnished container,

a charge of \$3.00 per day will be assessed and for speciality-type chassis (e.g. of refrigerated generator set, low boys, etc.) a charge of \$10.00 per day will be assessed after the expiration of the free time as specified for containers.

Rule 102-D Equipment Free Time and Detention - Destination Japan

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to Japan.

1. Equipment Free Time (See NOTES below)

Equipment Free Time for each container, with or without chassis, shall be five (5) days, and shall commence at midnight after removal of the carrier's equipment from carrier's terminal. Sundays and Holidays shall be excluded from equipment Free Time (See Exceptions).

Exception:

The following day shall be excluded from free time calculation at ports of:

None currently in effect

2. Equipment Detention - Charge shall be assessed per container per day in Yen as follows:

#### **CONTAINER SIZE**

CARGO TYPE DAYS 20' 40'

-----

DRY 1-5 1,030 1,650

6 or 2,060 3,300

more

ALL OTHER 1-5 5,000 7,000

6 or 7,000 10,000

more

ALL OTHER = Refrigerated, Carrier Owned or Controlled

Tank Open-Top and Flat-rack/Platform Cargo.

## 3. EXCEPTIONS to Equipment Free Time

NOTE 1: a. Equipment free time for containers delivered at Japan Base ports and transported to
Hokkaido and re-delivered to carrier's CY in
Hokkaido by the consignees shall be fifteen
(15) days, excluding Sundays and holidays.

b. Equipment free time for containers delivered to consignees at Japan base ports and redelivered to CY at base ports after transportation to Hokkaido shall be twenty-one (21) days excluding Sundays and holidays subject to submission of a copy a transportation bill from Japan Base Ports to Hokkaido or from

# Hokkaido to Japan Base Ports.

APPLICABLE		
DESCRIPTIO	N	NOTES
Hay	(3)	
Animal & Poul. Feed (2)		
Pet Food	(7)	
Clay	(10)	
D D	( <del>-</del> )	, ,
Plastic Box	(7)	(m)
Wooden Pla	ntor	(7)(m)
WoodenFta	IIIGI	(7)(111)
Wood Chips	; (	7)(m)
	•	- /(/
Cotton Linte	er (7	7)
Pulp		
Returnable	Racks	(10t)(e)
Auto Parts	(10	)t)(e)
Plastic Box	(7)	(m)

- (2) Allow two additional days of equipment free time.
- (3) Allow three additional days of equipment free time.
- (7) Allow seven additional days of equipment free time.
- (e) Saturdays, Sundays and holidays excluded.
- (m) Applies only when containers were delivered to JBP and transported to Miyagi perfecture and returned to Carrier's CY.
- (10) Allow ten additional days of equipment free time.
- (10t) Allow ten days of equipment free time.

**Exception to Equipment Free Time** 

Due to an earthquake disaster, the following equipment free time shall be applicable to cargo which has changed its destination from SENDAI to KAWASAKI/TOKYO/YOKOHAMA after loaded on a vessel.

- a. Equipment free time for containers delivered to consignee at KAWASAKI/TOKYO/YOKOHAMA and transported to TOHOKU area and returned Empty to carrier's CY in TOHOKU area by the consignees shall be fifteen (15) days excluding Sundays and holidays.
- b. Equipment free time for containers delivered to consignee at KAWASAKI/TOKYO/YOKOHAMA and returned Empty to TOKYO/YOKOHAMA after transportation to TOHOKU area shall be twenty-one (21) days excluding Sundays and holidays submission of a copy a transportation bill from KAWASAKI/TOKYO/YOKOHAMA to TOHOKU area or from TOHOKU area

#### 4. Equipment Detention Deposit

Prior to obtaining release of a loaded container from Carrier, a Consignee, "Notify Party" or other holder of a Bill of Lading (hereinafter collectively "Consignee") owing destination equipment detention charges to Carrier for more than 60 calendar days after the Carrier equipment was returned to Carrier and which is listed as delinquent must monthly post a security deposit of Yen 500,000 to assure payment of outstanding detention charges. The security deposit must be posted with Carrier from which the Consignee seeks release of a loaded container, and neither the Consignee nor any agent or representative acting on its behalf is entitled to release of a loaded container until the Consignee has complied with this rule.

The Carrier holding the security deposit shall have the right, with or without notice, to apply the deposit to satisfy any of Consignee's unpaid destination detention charges due to that Carrier, but posting a security deposit shall not discharge a Consignee's liability for full and timely payment of all equipment detention charges except to the extent that a Carrier applies a deposit to satisfy such charges. Application of a security deposit to pay detention charges shall not

relieve a Consignee of the obligation to maintain the full Yen 500,000 deposit to secure future releases of Carrier's loaded containers un-less the Consignee has satisfied all equipment detention charge obligations to Carrier under this rule and has been removed from the list of consignees required to post a security deposit.

In the event that a named Consignee or notify party, required to post a security deposit under this rule, fails to do so and has transferred a bill of lading subject hereto to a third party, it shall remain the responsibility of the named Consignee or notify party to post the required security deposit in order to permit the transferee to obtain release of Carrier's equipment. Such Transferee may obtain release of the cargo by instructing the Carrier to devan the cargo, subject to all applicable charges, and take delivery of the shipment without release of Carrier's equipment. In the alternative a Transferee of the bill of lading, that is not itself delinquent in payment of detention charges under this rule, may obtain release of the cargo and the Carrier's equipment either by causing the named Consignee or notify party to post the required security deposit or by itself posting such security deposit with the Carrier in question, which that Carrier may apply to satisfy any detention charges due to such Carrier from such Transferee. Any balance of such deposit remaining after payment of detention charges incurred by such

Transferee shall be returned to the Transferee within thirty days following the return of Carrier's equipment to Carrier.

Rule 102-E Equipment Free Time and Detention - Destination Korea

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to Korea.

1. Korea Equipment Free Time and Detention

Equipment free time for each container, with or without chassis, shall be six days, except for shipments to Incheon and the Incheon Mill Delivery zone which shall be eight days, and shall commence at midnight after removal of the carrier's equipment from the carrier's terminal. Sundays and holidays shall be excluded from equipment free time.

2. Equipment Detention - Charge shall be assessed per container per day in Korean Won as follows: (See NOTES)

**Container Size** 

CARGO TYPE DAYS 20' 40' 45'

\_\_\_\_\_\_

Dry Cargo 1 - 10 8,000 13,000 13,000

11+ 16,000 25,000 25,000

Reefer Cargo 1 - 10 14,000 21,000 --11+ 20,000 30,000 ---

Cargo in Open-Top/

Flat-Rack/Platform/

Tank Container 1 - 10 14,000 21,000 --11+ 20,000 30,000 ---

NOTE 1: Payment from consignee may be made in U.S. dollars or its equivalent in local currency at the option of the Carrier.

Rule 102-F Equipment Free Time and Detention - Destination Taiwan

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to Taiwan.

### 1. Equipment Free Time

Equipment Free Time for each container shall be 3 calendar days after removal of the carrier's equipment from carrier's terminal. Sundays and Holidays, including the 2nd and 4th Saturdays, shall be excluded from the free time period.

The following public holidays are exempt from counting

free time:

None currently in effect

In order for the Carrier to issue a delivery order(s) or to deliver a container, a cash or check deposit of NTD 3,000 per container may be required from the Consignee or his agent(s) to ensure that destination equipment detention charges contained in this rule, if applicable, will be paid by the Consignee or his agent(s).

# 2. EXCEPTIONS to Equipment Free Time on CY Cargo

APPLICABLE		
COMMODIT	TY N	IOTES
Citrus	(3)	
Grapes	(3)	
Plums and Prunes (3)		
Hay	(4)	
Potatoes, Prep., Frz (10)		

Non-dairy Cream

(8)

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Dried Fruit, Grains, (10)
Nuts
Beer, ale, ...
               (10)
Pet Food
               (14t)
Betonite Clay
                  (2)
Hides and Skins
                    (2)
Wiring Harness
                   (4)
Household Appliances (2)
Restaurant Supplies .. (7)
Foodstuffs, Prep, Frz.. (5)
Foodstuffs, Prep, Frz.. (4)
```

- (2) Allow two additional days of equipment free time.
- (3) Allow three additional days of equipment free time.
- (4) Allow four additional days of equipment free time.
- (5) Allow five additional days of equipment free time.
- (7) Allow seven additional days of equipment free time.
- (8) Allow eight additional days of equipment free time.
- (10) Allow ten additional days of equipment free time.

(14t) Allow fourteen days of equipment free time.

3. Equipment Detention - Charge shall be assessed per container per day in Taiwan Dollars as follows:
[see Note]

**Container Size** 

Cargo Type Days 20' 40' 45'
----
Dry 1-10 650 940 1,230

11+ 1,450 2,240 2,730

All Other 1-10 900 1,300 11+ 2,700 3,900

ALL OTHER = Refrigerated, Tank, Open-Top and Flat-rack/Platform Cargo.

Note:

The detention charge excludes Value Added Tax.

Rule 102-G Equipment Free Time and Detention - Destination Hong Kong

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to Hong Kong.

1. Equipment Free Time

Equipment free time for each container, with or without

chassis shall be three (3) calendar days commencing at midnight after removal of the carrier's equipment.

**EXCEPTION:** 

a) For cargo moving into China only:

When the consignee can provide all relevant customs documentation, equipment free time applicable from the time cargo is released from Hong Kong CY will be 168 Hours (Seven (7) days).

The following holidays will be excluded from counting free time:

None currently in effect

b) For cargo destined to Macau only:

Equipment free time for each container, with or without chassis, shall be four (4) days, excluding Sundays and Hong Kong holidays. Free time shall commence at midnight after removal of the carrier's equipment.

c) The following public holidays are excluded from counting free time:

None currently in effect

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COMMODITY NOTES

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Apples, Pears (14t)(Ch)

Citrus Fruits (14t)(Ch)

Citrus Fruits (14t)(Ch)

Grapes (14t)(Ch)

Melons (14t)(Ch)

Apricots, (14t)(Ch)

Nectarines,

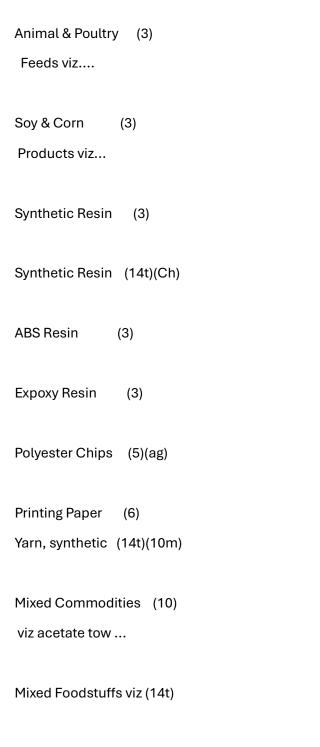
Peaches

Plums, Prunes (14t)(Ch)

Hay (5)(m)

Cream, non-dairy (12)

Soups, N.O.S. (14)



- (3) Allow three additional days of equipment free time.
- (5) Allow five additional days of equipment free time.
- (6) Allow six additional days of equipment free time.
- (10) Allow ten additional days of equipment free time.
- (10m) For shipments of 10 containers or more.

- (12) Allow twelve additional days of equipment free time.
- (14) Allow fourteen additional days of equipment free time.
- (14t) Allow fourteen days of equipment free time.
- (ag) AG Service Mode only.

(m) To Macau only.

- (Ch) For cargo moving into CHINA only:

  When the consignee can provide all relevant Customs documentation, equipment free time will be applicable from the time cargo is released from Hong Kong CY.
- 2. Equipment Detention Charge shall be assessed per container per day as follows in Hong Kong Dollars (HKD):

#### **Container Size**

Cargo type Days 20' 40' 45'

----
Dry 1 - 10 190 310 385

11 - 30 220 360 445

31+ 270 440 545

All Other 1 - 10 375 520 11 - 30 455 630 31+ 570 790

ALL OTHER = Refrigerated, Tank, Open-Top or Flat-rack/Platform Cargo

Rule 102-H Equipment Free Time and Detention - Destination Singapore

In addition to the general rule 102-C, the following applies for shipments to Singapore.

- Equipment Free Time Applies from midnight following the removal from CY, Saturdays, Sundays and local Holidays excluded, as follows:
- a) For Dry Container : 3 days
- b) Non-Operated Reefer Container Used As Dry: 3 days
- b) For Reefer Container : 3 days
- c) For Flat-Rack/Open-top Container : 3 days
- 2. Equipment Detention Charge applies per container per day upon expiration of free time in Singapore Dollars:

ALL OTHER = Refrigerated/Insulated, Tank, Open Top or

Flatrack/Platform Cargo.

Rule 102-I Equipment Free Time and Detention - Destination Malaysia

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to Malaysia.

1. Equipment Free Time [See Exception]

Equipment Free Time in Malaysia is 3 days for Main

Ports, 6 days for Kuchin dry cargo, and 4 days for

K.Kinabalu dry cargo. Reefer, Flat Rack, and Open Top

containers have 3 days Free Time for all ports.

#### **EXCEPTION:**

The following public holidays are exempted from counting free time:

- a) the EID AL-FITR Holidays from July 14, 2015 to July 21, 2015.
- 2. Equipment Detention Charge applies per container per day upon expiration of free time in Malaysian Dollars (MYR):
- a) Malaysia Main Ports:

**Container Size** 

CARGO TYPE DAYS 20' 40' 45'
-----DRY 1-5 50 80 90
6-10 85 130 140
11+ 120 180 190

ALL OTHER 1-5 175 260 6-10 260 345

11+ 345 430

## b) K.Kinabalu Port:

**Container Size** 

CARGO TYPE DAYS 20' 40' 45'

----- -----

DRY 1-5 35 55 75

6-10 70 105 145

11+ 105 155 220

ALL OTHER 1-5 175 260

6-10 260 345

11+ 345 430

## c) Kuchin Port:

Container Size

CARGO TYPE DAYS 20' 40' 45'

----- -----

DRY 1-5 55 80 110

6-10 70 105 145

11+ 105 155 220

ALL OTHER 1-5 175 260

6-10 260 345

11+ 345 430

ALL OTHER = Refrigerated/Insulated, Tank, Open Top or

## Flatrack/Platform Cargo.

## 3. Security Deposit

A deposit, in the amounts that follow, to secure payment of any new equipment detention charge that may be incurred must be paid by the Consignee, Notify Party or other holder of a Bill of Lading (hereinafter collectively "Consignee") before a loaded container may be released by a Carrier if the Consignee, its representative or other cargo interest has previously incurred an equipment detention charge obligation to the Carrier that is due and remains.

The deposit will be refunded after the Carrier or its representative ascertain that no new detention charge was incurred in connection with the equipment for which the deposit was made or that any such detention charge was fully paid, but shall otherwise apply the deposit, to the extent required, to pay the Carrier's detention charge. Payment of a security deposit shall not discharge any liability to a Carrier for the full and timely payment of all equipment detention charges due to Carrier except to the extent that a deposit is applied as an offset to such liability.

Equipment Type 20' Container All Other Sizes

Dry RM 500 RM 1000

Refrigerated RM 1000 RM 2000

Rule 102-J Equipment Free Time and Detention - Destination Indonesia

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to Indonesia.

1. Equipment Free Time

Free time for each container will commence at 8:00 A.M. on the first business day after complete vessel discharge or transfer of the Bill of Lading consignment in total is accomplished. Equipment charges shall apply as follows:

2. Equipment Detention - Charge shall be assessed per container per day in U.S. Dollars (USD) as follows:

## **Container Size**

CARGO TYPE CALENDAR DAYS 20' 40' 45'

------

DRY 1 - 8 (free) 0 0 0

DRY 9-till empty return 35 55 70

ALL OTHER 1 - 6 (free) 0 0 0

ALL OTHER 7 - till empty return 70 110 140

ALL OTHER = Refrigerated, Open Top or Flatrack Equipment

Counting of container usage time shall end when the empty container is returned to Carrier's facility/depot.

Rule 102-K Equipment Free Time and Detention - Destination Thailand

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to Thailand.

1. Equipment Free Time [See Exception]

Free time for each container, with or without chassis, shall be as stipulated hereunder and shall commence at midnight after removal of carrier's equipment from carrier's terminal. Saturdays, Sundays and holidays shall be excluded from equipment free time. Multiple container provisions are applicable provided all such containers are consigned to one consignee from one vessel at one port of destination.

Free Time on Equipment Removed from CY in days as follows:

Commodity Number of Containers

Description 1-5 6-10 11-15 16-20 21 or

more

Raw Cotton 5 6 7 8 9

Synthetic Resins 3 4 5 6 7

All other cargo 3 3 3 3 3

#### **EXCEPTIONS:**

\_\_\_\_\_

- a) For Wood Pulp, Soft Wood & Waste Paper to Thailand shall be 5 Calendar days.
- b) For Motor Vehicle Parts shall be 14 days.
- c) The following public holidays shall be exempted from counting free time:
  - the Songkran Holidays from April 11, 2015 to April 15, 2015.

## 2. Equipment Detention

Equipment detention charges on containers removed from CY with or without chassis, not returned to the custody of the carrier's container yard or container depot prior to the expiration of equipment free time shall be assessed for each twenty-four (24) hour period or fraction thereof, including Saturdays, Sundays and holidays, beyond the expiration of equipment free time.

Charges in Thailand Currency (Baht) but payment from consignee may be made in U.S. dollars or in local currency

### at the option of the carrier:

#### **Container Size**

CARGO TYPE DAYS 20' 40' 45'

----- ----

DRY 1-5 495 750 1045

6-10 835 1260 1760

11+ 1175 1775 2480

ALL OTHER 1-5 1860 2800

6-10 2715 3655

11+ 3570 4510

ALL OTHER = Refrigerated, Tank, Open Top or Flatrack/Platform Containers.

Rule 102-L Equipment Free Time and Detention - Destination Philippines

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to Philippines.

1. Equipment Freetime, excluding Saturday, Sundays and holidays, will commence at midnight after removal of the carrier's equipment from the carrier's designated CY.

Free time will be allowed as follows:

Refrigerated containers - 3 working days Dry Container - 3 working days Special Containers (Flat Rack/ Open Top - 3 working days **EXCEPTION:** Equipment freetime for other than refrigerated equipment on relief cargo provided by the U.S. government shall be 14 days. **EXCEPTION:** None currently in effect **APPLICABLE DESCRIPTION NOTES** Wiring Harness (5) Parts/Components for (4) New Vehicle Assembly (4) Allow four additional days of equipment free time. (5) Allow five additional days of equipment free time. (15t) Allow fifteen days of equipment free time.

2. Equipment Detention shall be assessed per equipment

type per day or fraction thereof after expiry of free

time, including Saturdays, Sundays and Holidays, in Philippines Pesos as follows (Note equipment detention deposit requirements):

#### **CONTAINER SIZE**

EQUIPMENT TYPE 20' 40' 45'

----- ----

## **Standard Dry Containers**

1-5 days 665 1060 1505

6-10 days 1125 1795 2560

11+ days 1585 2530 3615

## Refrigerated Containers

1-5 days 2295 3440

6-10 days 3440 4590

11+ days 4590 5735

## Special Containers(1)

1-5 days 2295 3440

6-10 days 3440 4590

11+ days 4590 5735

# For Chassis Only:

Charges for each chassis removed from the CY or CD shall be US\$10.00 per unit per day.

(1) Special Containers applies to all equipment, except standard dry and refrigerated containers, and includes Open Top, Flatrack, Platform, and Tank

Containers.

Equipment Detention Deposit at Manila, Cebu, Clark and Subic:

A deposit to secure payment of any new equipment detention charge that may be incurred must be paid by the Consignee, the Consignee's representative or other cargo interest before a loaded container may be released by a Carrier if the Consignee, its representative or other cargo interests has previously incurred an equipment detention charge obligation to Carrier that is due and remains unpaid. Such deposit will be collected and administered by the Association of International Shipping Lines (AISL) on behalf of Carrier and will be refunded after AISL ascertains, on behalf of Carrier, that no new detention charge was incurred in connection with the equipment for which the deposit was made or that any such detention charge was fully paid, but shall otherwise apply the deposit, to the extent required, to pay the Carrier's detention charge. Payment of a security deposit shall not discharge any liability to Carrier for the full and timely payment of all equipment detention charges due to Carrier except to the extent that a deposit is applied as an offset to such liability. The deposit in Philippines Pesos is:

20' Container 40'-45' Container

Dry Containers P 5000 P 7000

Refrigerated and

Special Containers (2) P 6000 P 8000

(2) Special Containers include flat rack, open top, tank, etc.

Rule 102-M Equipment Free Time and Detention - Destination China

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to China.

## A. EQUIPMENT FREE TIME:

Equipment free time for each container shall be as follows:

- 1) Province of Guangdong:
- a) Chiwan, Dachan Bay, Nansha and Yantian 3 calendar days

Free time shall commence after removal of the Carriers equipment from CY facilities.

b) Shekou - 10 calendar days

Free time shall commence from one day after the vessel arrival at terminal

c) Other Pearl River Delta Ports - 10 calendar days

Free time shall commence from one day after the barge arrival at Pearl River Delta ports.

- d) Other Guangdong ports are subject to the local tariff.
- 2) Province of Fujian:
- For Dry Container 10 calendar days
- For All Other Type Containers 4 calendar days

Free time shall commence after removal of the Carriers equipment from CY facilities.

3) All Other Provinces:

Unless otherwise specified in this rule, free time, detention Charge at destinations shall be applied per the local terminal tariff.

# B. EQUIPMENT DETENTION:

In the event the free time set forth above expires, the following charge per each container per day shall apply in Yuan Renminbi (CNY) as follows:

**Container Size** 

Destination/Point Cargo Type Days 20' 40' 45'

-----

Guangdong Province Dry 1 - 10 175 240 295

11 - 30 215 280 345

All other 1 - 10 215 430 11 - 30 260 520

31+ 325 650

Fujian Province Dry 1 - 10 90 170 220 11 - 30 115 230 290 31+ 190 370 470

> All other 1 - 10 240 375 11 - 30 320 470 31+ 965 1,340

Other Provinces Dry 1 - 10 85 160 220 11 - 30 180 350 430 31+ 330 650 790

All other per local terminal tariff

All Other = Refrigerated, Tank, Open Top or Flat Rack/
Platform

Rule 102-N Equipment Free Time and Detention - Destination Vietnam

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to Vietnam.

# 1. Equipment Free Time

Free time for each container, with or without chassis shall be three (3) days, excluding Sundays and holidays, and shall commence at midnight after removal of the carrier's equipment from carrier's terminal.

The following days should be excluded from free time calculation at ports in Vietnam.

- a) April 28, 2015 through May 1, 2015 (for King Hung Anniversary Holiday, Victory Day and Labor International Day)
- b) deleted
- c) September 2, 2015 (for National Day Holiday)

## 2. Equipment Detention

Equipment detention charges on equipment not returned to the custody of the carrier prior to the expiration of equipment free time shall be assessed in accordance with the provisions shown below for each twenty-four (24) hour period or fraction thereof, including Saturdays, Sundays and holidays, beyond the expiration of equipment free time. Payment from consignee may be made in U.S. dollars or in local currency at the option of the carrier.

Equipment detention Charge shall be assessed per container per day in local currency as follows:

1) For each dry freight container:

Days Container Charge

- 1 5 20-ft (20') VND 310,000.00 40-ft (40') VND 480,000.00 40-ft (40H') VND 480,000.00 45-ft (45') USD 670,000.00
- 6 10 20-ft (20') VND 520,000.00 40-ft (40') VND 800,000.00 40-ft (40H') VND 800,000.00 45-ft (45') VND 1,100,000.00
- 11+ 20-ft (20') VND 730,000.00 40-ft (40') VND 1,100,000.00 40-ft (40H') VND 1,100,000.00 45-ft (45') VND 1,550,000.00
- 2) For each refrigerated container:

Days Container Charge

1 - 5 20-ft (20') VND 1,050,000.00 40-ft (40') VND 1,570,000.00 40-ft (40H') VND 1,570,000.00

- 6 10 20-ft (20') VND 1,570,000.00 40-ft (40') VND 2,100,000.00 40-ft (40H') VND 2,100,000.00
- 11+ 20-ft (20') VND 2,100,000.00 40-ft (40') VND 2,625,000.00 40-ft (40H') VND 2,625,000.00
- 3) For Each Open-Top/Flat-Rack Container:

Days Container Charge

- 1 5 20-ft (20') VND 1,050,000.00 40-ft (40') VND 1,570,000.00
- 6 10 20-ft (20') VND 1,570,000.00 40-ft (40') VND 2,100,000.00
- 11 & up 20-ft (20') VND 2,100,000.00 40-ft (40') VND 2,625,000.00

Rule 102-O Equipment Free Time and Detention - Destination Cambodia

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to Cambodia.

### 1. Equipment Free Time

Equipment free time shall be 7 calendar days (including Sat, Sun and Holiday) and shall commence at midnight after removal of the carrier's equipment from carrier's terminal.

2. Equipment Detention - Upon expiration of free time the detention charge shall apply per container per day in US Dollar as follows.

8th day-14th day \$6.00 \$12.00 \$6.00 \$12.00 \$6.00 \$12.00 15th day onward \$12.00 \$24.00 \$12.00 \$24.00 \$12.00

Rule 102-P Equipment Free Time and Detention - Destination Myanmar

effective date = 15Aug2018

In addition to the general rule 102-C, the following applies for shipments to Myanmar.

a. Myanmar Equipment Free Time and Detention

Equipment free time for each container shall be seven (7) calendar days and shall commence at midnight after removal of the carrier's equipment from the carrier's terminal.

b. Equipment Detention charge shall be assessed per container per day in MMK Dollars as follows:

Container Charge Per Day Days -----8 - 60 days 20-ft (20') MMK 3,500.00 40-ft (40') MMK 7,000.00 40-ft (40H') MMK 7,000.00 45-ft (45') MMK 7,000.00 61 - 180 days 20-ft (20') MMK 5,000.00 40-ft (40') MMK 10,000.00 40-ft (40H') MMK 10,000.00 45-ft (45') MMK 10,000.00 181 - 365 days 20-ft (20') MMK 7,000.00 40-ft (40') MMK 14,000.00 40-ft (40H') MMK 14,000.00 45-ft (45') MMK 14,000.00 366+ days 20-ft (20') MMK 9,000.00 40-ft (40') MMK 18,000.00 40-ft (40H') MMK 18,000.00 45-ft (45') MMK 18,000.00

Rule 102-Q Equipment Free Time and Detention - Destination Middle East

effective date = 15Aug2018

**BAHRAIN** 

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## **Equipment Free Time and Detention**

Equipment Free Time for each container shall commence from the day container discharged from the vessel.

### **BAHRAIN - IMPORTS**

Dry

Days 20'ft 40'ft

0-8 Free Free

9-18 BHD 2.5 BHD 5

Thereafter BHD 5 BHD 10

### REEFER

Days 20' 40'

0-3 Free Free

4-8 BHD 11 BHD 22

9-13 BHD 22 BHD 44

Thereafter BHD 44 BHD 88

# **Specialized Equipment**

Days 20'ft 40'ft

0-5 Free Free

6-15 BHD 5 BHD 10

Thereafter BHD 10 BHD 20

### SAUDI ARABIA

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**Equipment Free Time and Detention** 

Equipment Free Time for each container shall commence upon vessel's arrival.

# SAUDI ARABIA (JEDDAH)- IMPORTS

DRY

Days 20' 40'

0-15 Free Free

Thereafter SAR 50 SAR 100

REEFER

Days 20' 40'

0-15 Free Free

Thereafter SAR 100 SAR 200

## SPECIALIZED EQUIPMENT

Days 20' 40'

0-15 Free Free

Thereafter SAR 50 SAR 100

Equipment Free Time for each container shall commence upon vessel's arrival.

SAUDI ARABIA (DAMMAM) - IMPORTS

DRY

Days 20' 40'

0-15 Free Free

Thereafter SAR 50 SAR 100

REEFER

Days 20' 40'

0-15 Free Free

Thereafter SAR 100 SAR 200

SPECIALIZED EQUIPMENT

Days 20' 40'

0-15 Free Free

Thereafter SAR 50 SAR 100

**IRAN** 

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**Equipment Free Time and Detention** 

Equipment Free Time for each container shall commence upon

Vessel discharging completion.

**IRAN - IMPORTS** 

DRY

Days 20' 40'

0-10 Free Free

11-20 IRR 40000 IRR 60000

21-30 IRR 60000 IRR 80000

Thereafter IRR 80000 IRR 100000

**REEFER** 

Days 20' 40'

0-4 Free Free

5-15 IRR120000 IRR180000

16-25 IRR180000 IRR240000

Thereafter IRR240000 IRR300000

# SPECIALIZED EQUIPMENT

Days 20' 40'

0-10 Free Free

11-20 IRR 80000 IRR120000

21-30 IRR120000 IRR160000

Thereafter IRR160000 IRR200000

## **OMAN**

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**Equipment Free Time and Detention** 

Equipment Free Time for each container shall commence upon arrival of the vessel.

## **OMAN**

DRY

Days 20' 40'

0-7 Free Free

8-17 OMR 4 OMR 8

Thereafter OMR 8 OMR 16

### **REEFER**

Days 20' 40'

0-3 Free Free

4-10 OMR 10 OMR 20

11-20 OMR 20 OMR 40

Thereafter OMR 40 OMR 80

# SPECIALIZED EQUIPMENT

Days 20' 40'

0-3 Free Free

4-10 OMR 10 OMR 20

11-20 OMR 20 OMR 40

Thereafter OMR 40 OMR 80

### **QATAR**

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**Equipment Free Time and Detention** 

Equipment Free Time for each container shall start from vessel discharge commence date.

**QATAR - IMPORTS** 

DRY

Days 20'ft 40'ft

First 7 Days Free Free

Next 7 Days QAR 40 QAR 80

Thereafter QAR 80 QAR 160

**REEFER** 

Days 20'ft 40'ft

First 3 Days Free Free

Next 7 Days QAR 100 QAR 200

Thereafter QAR 200 QAR 400

# SPECIALIZED EQUIPMENT

Days 20'ft 40'ft

First 3 Days Free Free

Next 7 Days QAR 40 QAR 80

Thereafter QAR 80 QAR 160

#### **KUWAIT**

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**Equipment Free Time and Detention** 

Equipment Free Time for each container shall commence from the date vessel alongside berth. The day of berthing is included in free time calculation.

# **KUWAIT - IMPORTS**

#### DRY

Days 20' 40'

0-10 Free Free

11-17 KWD 5 KWD 10

18-24 KWD 10 KWD 20

25-31 KWD 20 KWD 40

Thereafter KWD 30 KWD 60

#### REEFER

Days 20' 40'

0-5 Free Free

6-12 KWD 20 KWD 40

13-19 KWD 40 KWD 80

20-26 KWD 60 KWD 120

Thereafter KWD 80 KWD 160

# SPECIALIZED EQUIPMENT

Days 20' 40'

0-10 Free Free

11-17 KWD 10 KWD 20

18-24 KWD 20 KWD 40

25-31 KWD 40 KWD 80

Thereafter KWD 60 KWD 120

## **UNITED ARAB EMIRATES**

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**Equipment Free Time and Detention** 

Equipment Free Time for each container shall commence from vessel arrival date.

# **UNITED ARAB EMIRATES - IMPORTS**

DRY

Days 20'ft 40'ft

First 5 Days Free Free

Next 7 Days AED 40 AED 80

Thereafter AED 80 AED 160

REEFER

Days 20'ft 40'ft

First 3 Days Free Free

Next 7 Days AED 100 AED 200

Thereafter AED 300 AED 600

SPECIALIZED EQUIPMENT

Days 20'ft 40'ft

First 3 Days Free Free

Next 7 Days AED 80 AED 160

Thereafter AED 160 AED 320

Rule 102-R Equipment Free Time and Detention-Destination South Pacific

effective date = 15Aug2018

- Free time for each container, with or without chassis,
   shall be forty-eight (48) hours, excluding Sundays and
   Holidays, and shall commence at midnight after removal of
   the carrier's equipment from carrier's terminal.
- 2. Equipment Detention charges on equipment not returned to the custody of the carrier prior to expiration of equipment free time shall be assessed in accordance with the provisions shown below for each twenty-four (24) hour period or fraction thereof, including Saturdays, Sundays and Holidays, beyond the expiration of equipment free time. Payment from

consignee may be made in U.S. Dollars or in local currency at the option of the carrier. The following charges are in U.S. Dollar per container per day:

No. of Days Container Size

After Expiry 20' 40'

1 thru 5 \$10.00 \$15.00

6 or more 30.00 45.00

3. Provisions for equipment free time or detention charges set forth above shall not apply under interchange agreement with inland carriers.

Rule 102-S Equipment Free Time and Detention - Destination India

effective date = 15Aug2018

The consignee shall pay to the carrier the under mentioned equipment detention charges if the consignee has failed to return the container to the Carriers designated place within the free time indicated below. Free time indicated below are in calendar days (including Saturdays, Sundays and legal Holidays).

Payment from consignee may be made in U.S. dollars or in local currency at the option of the Carrier. The following charges are in U.S. dollar per day:

**Destination Country: India** 

Destination: Kolkata (Calcutta)/ Haldia/ Vizag

Dry equipment: 20' 40'

First 5 days Free Free

From 6 to 12 days \$15.00 \$30.00

From 13 to 19 days \$30.00 \$60.00

From 20 to 26 days \$40.00 \$80.00

Thereafter \$50.00 \$100.00

Reefer equipment: 20' 40'

For first 8 days \$56.00 \$84.00

From 9 to 15 days \$70.00 \$105.00

From 16 to 22 days \$84.00 \$126.00

Thereafter \$100.00 \$160.00

Open Top/Flat Rack

equipment: 20' 40'

First 5 days Free Free

From 6 to 12 days \$30.00 \$60.00

From 13 to 19 days \$35.00 \$70.00

From 20 to 26 days \$40.00 \$80.00

Thereafter \$50.00 \$100.00

Destination: Chennai (Madras)/ Tuticorin/ Vallarpadam

(Cochin)/ Bangalore (via Chennai)/Hyderabad (via Chennai)

Dry equipment 20' 40'

-----

First 5 days Free Free

From 6 to 12 days \$ 15.00 \$ 30.00

From 13 to 19 days \$ 30.00 \$ 60.00

From 20 to 26 days \$ 40.00 \$ 80.00

Thereafter \$ 50.00 \$ 100.00

Reefer equipment 20' 40'

-----

First 3 days Free Free
From 4 to 8 days \$ 40.00 \$ 80.00
From 9 to 13 days \$ 50.00 \$100.00
From 14 to 20 days \$ 60.00 \$120.00

Thereafter \$80.00 \$160.00

Open Top/Flat Rack

equipment 20' 40'

-----

First 5 days Free Free

From 6 to 12 days \$ 20.00 \$ 40.00

From 13 to 19 days \$30.00 \$60.00

From 20 to 26 days \$40.00 \$80.00

Thereafter \$50.00 \$100.00

**Destination: All Other Destinations** 

Dry equipment 20' 40'

-----

First 5 days Free Free

From 6 to 12 days \$15.00 \$30.00

From 13 to 19 days \$30.00 \$60.00

From 20 to 26 days \$40.00 \$80.00

Thereafter \$50.00 \$100.00

Reefer equipment 20' 40'

-----

First 3 days Free Free

From 4 to 8 days \$40.00 \$80.00

From 9 to 13 days \$50.00 \$100.00

From 14 to 20 days \$60.00 \$120.00

Thereafter \$80.00 \$160.00

Open Top/Flat Rack

equipment 20' 40'

-----

First 5 days Free Free

From 6 to 12 days \$30.00 \$60.00

From 13 to 19 days \$35.00 \$70.00

From 20 to 26 days \$40.00 \$80.00

Thereafter \$50.00 \$100.00

All charges are subject to local Government Service Tax.

Rule 102-T Equipment Free Time and Detention - Destination Pakistan

effective date = 15Aug2018

Pakistan Equipment Free Time and Detention on CY cargo

# 1. Equipment Free Time

Equipment Free Time for each container shall be as follows after removal of the carrier's equipment from Carrier's terminal.

For Dry Cargo : 10 calendar days

For Reefer Cargo: 2 calendar days

2. Equipment Detention - The following charge in US currency will be assessed per container per day and charged in local currency at prevailing exchange rate per current local practice.

For Dry Cargo:

Detention days Charge Per Calendar Day

-----

- 1 10 days US\$ 5.00 per 20-ft (20') container

  US\$ 10.00 per 40-ft (40' x 8'6") container

  US\$ 10.00 per 40-ft (40' x 9'6") container

  US\$ 10.00 per 45-ft (45') container
- 11 20 days US\$ 10.00 per 20-ft (20') container
  US\$ 20.00 per 40-ft (40' x 8'6") container
  US\$ 20.00 per 40-ft (40' x 9'6") container
  US\$ 20.00 per 45-ft (45') container

21+ days US\$ 20.00 per 20-ft (20') container
US\$ 40.00 per 40-ft (40' x 8'6") container
US\$ 40.00 per 40-ft (40' x 9'6") container
US\$ 40.00 per 45-ft (45') container

For Reefer Cargo:

Detention days Charge Per Calendar Day

-----

1st and up US\$ 60.00 per 20-ft (20') container US\$ 60.00 per 40-ft (40' x 8'6") container US\$ 60.00 per 40-ft (40' x 9'6") container

Rule 102-U Equipment Free Time and Detention - Destination Australia

effective date = 15Aug2018

The term "Equipment Free Time and Detention Charge" in the rate Tariffs in individual NSAs will have the same meaning As "Container Hire Free Time and Charge".

#### 1. Equipment Free Time

Equipment free time shall be 10 calendar days (including Saturday, Sunday, Holiday) and shall commence at midnight after removal of the carrier's equipment from carrier's terminal.

2. Equipment Detention - Upon expiration of free time the

detention charge shall apply per container per day in Australian Dollar (AUD) as follows.

**Container Size** Cargo Type Days 20' 40' 40'H Dry 1-7th day 53 116 116 8-14th day 93 215 215 15th onward 125 295 295 Reefer 1-7th day 96 178 178 8-14th day 176 338 338 15th onward 236 460 460

Specialized 1-7th day 53 116

Equipment 8-14th day 93 215

15th onward 125 295

Rule 102-V Equipment Free Time and Detention - Destination New Zealand

effective date = 15Aug2018

# 1. Equipment Free Time

Equipment free time shall be 7 calendar days (including Saturday, Sunday, Holiday) and shall commence at midnight after removal of the carrier's equipment from carrier's terminal.

2. Equipment Detention - Upon expiration of free time the detention charge shall apply per container per day in New Zealand Dollar (NAD) as follows.

# **Container Size**

Cargo Type Days 20' 40' 40'H

75 75 Dry 1-8th day 35 9th day onward 70 150 150 Reefer 1-8th day 75 150 150 9th day onward 150 300 300

Specialized 1-8th day 35 75

Equipment 9th day onward 70 150

Rule 102-W Equipment Free Time and Detention - Destination Bangladesh

effective date = 15Aug2018

A) Destination Free Time and Detention

Container/Equipment Detention Free Time and Charges allowed at Bangladesh:

# 1. Free Time

When consignee or his agents removes containers from

Carrier CY facility for unstuffing, Free Time for each container (excluding reefer cargo) shall be

For Dry Cargo - 4 calendar days.

For Reefer Cargo - Nil

Free time shall commence with the first midnight after removal of the equipment from Carrier CY facility. Container must returned to the CY from which obtained unless otherwise directed by Carrier.

- Detention Charges for each 24 hours or fraction thereof after expiring of Free Time (per calendar day)
- a) For Dry Cargo:

Days	Containe	iner Charge	
1 - 7	20-ft (20)	US\$10.00	
	40-ft (40)	US\$20.00	
	40-ft (40H)	US\$20.00	
	45-ft (45)	US\$20.00	
8 - 14	20-ft (20)	US\$20.00	
	40-ft (40)	US\$30.00	
	40-ft (40H)	US\$30.00	
	45-ft (45)	US\$30.00	

# b) For Reefer Cargo:

Days	Container	Charge
1 - 7	20-ft (R20)	US\$30.00
	40-ft (R40)	US\$50.00
	40-ft (R40H)	US\$50.00

Rule 102-X Free Time & Demurrage - Origin US

effective date = 15Aug2018

 Pacific Coast Ports (WC Service), Hawaii and Atlantic and Gulf Coast Ports (AG Service)

Cargo received at carrier's breakbulk terminal, CFS, or CY is subject to the following free time and demurrage:

Free time shall be 7 calendar days and shall commence at 00:01 hour on the first business day following container delivery at the port. Free time shall expire at midnight on the 7th calendar day. After the expiration of free-time (8th day onwards) demurrage will be charged at the rate listed for each day up to and including vessel proforma estimated arrival date.

Demurrage: The following charges will apply after the expiration of freetime noted above:

a. On Breakbulk or CFS cargo, the following charges are to be assessed "as freighted" for Measurement (M) and W/M rate basis cargo and per KT for W, Per Container (PC), Lump Sum (LS), Each (EA), and per package rate basis cargo:

First Five Calendar Days ... \$ 2.00/Day Sixth Calendar and after ... \$ 3.00/Day

b. On CY Cargo:

i) Terminals (except New York/New Jersey Terminal):

Dry Cargo:

\$100 per container per day

Reefer Cargo and Special Equipment:

\$150 per container per day

ii) New York/New Jersey Terminals

Dry Cargo:

1-9 days - \$250 per container per day

10+ days - \$425 per container per day

Reefer Cargo:

1-3 days - \$550 per container per day

4+ days \$700 per container per day

Special Equipment:

1-3 days - \$375 per container per day

4+ days \$550 per container per day

This rule shall apply to all shipments moving under this tariff and to all shipments moving under NSAs subject to this tariff. To the extent cargo is shut out or otherwise delayed due solely to reasons for which the Carrier is responsible (for example, vessel cancellation or delay), storage and handling charges arising as a direct result shall be for the account of Carrier. Otherwise, Merchant (as defined in Carriers regular form bill of lading) shall be

responsible for storage and demurrage and other charges pursuant to the tariff and/or NSA provisions.

Payment of accrued storage and demurrage charges at origin must be received before bills of lading or waybills will be issued.

# 2. MLB Ports and IPI Points (MLB and IPI Service)

Provisions for cargo free time and demurrage at origin will be those contained in the applicable terminal tariffs of the inland origin carrier.

#### 3. WC Interchange Ports for MLB and IPI Shipments

When cargo originates at MLB ports or IPI points and is held at an interchange port (Loading Port) beyond terminal tariff, it shall be subject to free time and wharf demurrage provisions applicable to local cargo received at the interchange port (Loading Port).

This rule shall apply to all shipments moving under this tariff and to all shipments moving under NSAs subject to this tariff. To the extent cargo is shut out or otherwise delayed due solely to reasons for which the Carrier is responsible (for example, vessel cancellation or delay), storage and handling charges arising as a direct result shall be for the account of Carrier. Otherwise, Merchant (as defined in Carriers regular form bill of lading) shall be

responsible for storage and demurrage and other charges pursuant to the tariff and/or NSA provisions.

Payment of accrued storage and demurrage charges at origin must be received before bills of lading or waybills will be issued.

# 4. Alaska Origin Cargo

Provisions for cargo freetime and demurrage at origin shall be those provisions contained in the applicable terminal tariff(s) filed with the F.M.C.

Rule 102-Y Free Time and Demurrage - General Provisions Destin.

effective date = 15Aug2018

# 1. Work Stoppage

Work stoppages at a terminal due to labor disputes, extreme weather conditions, or other force majeure situations preventing discharge or delivery of cargo or containers shall be excluded from the calculation of cargo and equipment free time for the period of the work stoppage. In such cases, the Carrier, upon competent advice, may decree that such situation exists at a destination port or ports and the days that shall be excluded from the calculation of free time.

- Delays Beyond Carrier's Control

  Carrier shall not be reappropriate for delayer
- Carrier shall not be responsible for delays in delivering cargo or containers and any cargo demurrage charges that accrue are for the account of the cargo.
- 3. Cargo Free Time at CY or CFS in other Ports not named in this Tariff is subject to free time and wharf demurrage provisions of the appropriate port terminal tariff. In the absence of such tariff, the free time and charges contained in the closest public port terminal tariff will apply.

When there is no appropriate port terminal tariff which would otherwise apply, then the following free time will apply:

- a. Dry Cargo and Tank Container Cargo
  Free time will commence at 8:00 A.M. on the first
  business day following completion of discharge of
  vessel and it shall expire at midnight on the fifth
  day. Saturdays, Sundays and holidays shall be
  excluded from cargo free time.
- b. Refrigerated, Carrier Owned or Controlled Tank,
   Open Top and Flatrack/Platform
   Free time shall be forty-eight (48) hours, Sundays
   and holidays excluded, after completion of vessel's
   discharge. Cargo not accepted by Consignee within
   this period will be subject to demurrage charges or

the Carrier at its discretion may remove the cargo from the container in which event storage, transfer and expenses incidental to the removal of such cargo from the container shall be for the account of the cargo.

4. Warehousing and Carrier's Lien after Expiration of Cargo Free Time

After expiration of cargo free time, CY or CFS cargo may be warehoused, sold or held in carrier's container subject to the carrier's lien for charges including accumulated cargo demurrage charges and those charges incidental to placing the goods in storage or of selling the goods as the case may be.

In respect to cargo in carrier's containers for CY delivery at port of destination, the carrier also has the option, after the expiration of 48 hours notice to consignees, to discharge such cargo from the containers and transfer the cargo to the carrier's CFS at the risk and expense of the consignees. Such cargo shall immediately be subject to cargo demurrage charges as applicable to CFS cargo in accordance to the provisions in this rule.

5. Rate Basis on Destination Charges on Cargo Freighted on a a Per Unit or Lump Sum Basis

Cargo freighted on a per unit or lump sum basis will be

assessed destination charges on a weight or measurement basis, whichever creates the higher charge. (Destination charges include cargo demurrage equipment detention, transfer, stripping, storage, etc.)

5. After the expiration of the free time, demurrages charges will be assessed on the cargo and/or container as provided herein. For other Ports not named in this Tariff, wharf demurrage provisions of the appropriate port terminal tariff. In the absence of such tariff, the charges contained in the closest public port terminal tariff will apply.

When there is no appropriate port terminal tariff which would otherwise apply, then the following Cargo Demurrage at CY or CFS will apply:

Cargo demurrage on shipments not removed by Consignee from the custody of the Carrier prior to the expiration of cargo free time shall be assessed in accordance with the provisions shown below for each twenty-four (24) hour period or fraction thereof, including Saturdays, Sundays and holidays, beyond the expiration of cargo free time. Payment from consignee may be made in U.S. dollars or its equivalent in local currency at the option of the Carrier.

a. Ordinary Cargo and Tank Container Cargo
 Cargo demurrage will be assessed per revenue

ton per day afer expiry as follows:

Rate - \$2.50

b. Refrigerated, Carrier Owned or Controlled Tank,
 Open Top and Flatrack/Platform Cargo demurrage
 will be assessed per revenue ton per day after
 expiry as follows: Rate - \$5.00

6. Where there are multiple container provisions, such provisions are applicable to all cargoes, provided such cargoes are of the same commodity item number (see exceptions noted below) and are consigned to one consignee at one port of destination from one vessel, regardless of the number of Bills of Lading.

Items numbers which can be combined for multiple container provisions:

a. Hay.

Rule 102-Z Free Time and Demurrage - Destination Japan

effective date = 15Aug2018

In addition to the general rule 102-Y, the following applies for shipments to Japan.

1. Cargo Free Time

a. Cargo free time will commence at midnight of the day when the removal permit is granted by Customs at port of discharge, Saturdays, Sundays, and Holidays excluded.

Free time will not commence until full bill of lading quantity arrival at bill of lading port.

#### Exception:

i) For cargo discharged at port of Tokyo, the following day shall be exempted from free time calculation at Tokyo due to charge of operation plan:

- July 21, 2015 to July 21, 2015

b. One (1) additional day of free time
 shall be allowed on cargo which requires botanical
 inspection at port of discharge.

c. When Japan destined cargo is discharged at Busan,
Kaohsiung or Japan port other than the bill of
lading destination port, cargo free time will
commence at midnight of the day when complete bill
of lading quantity arrives at the destination port
named in the bill of lading except for:

"Cargo billed to Tokyo but discharged at Yokohama (See Exception);

Cargo billed to Yokohama but discharged at Tokyo;
Cargo billed to Osaka but discharged at Kobe;
Cargo billed to Kobe but discharged at Osaka"
in which cases the provision of P02-1-a above
apply.

When cargo is received at the port of discharge under the equalization provisions of Rule 1-D-2, cargo free time will commence at midnight of the day when the removal permit is granted by the customs at the port of actual discharge.

Sundays, holidays and Saturdays of every month shall be excluded from cargo free time.

# d. Cargo Free Time in days at CY shall be

Number of 1- 11- 16- 21- 31- 45
Containers 10 15 20 30 44 60 61+

Free Time (1) 6 7 8 9 10 12 15 Free Time (3) 3 3 3 3 3 3

- (1) Dry Cargo and Tank Container Cargo
- (3) Refrigerated, Carrier Owned or Controlled Tank,
  Open Top and Flatrack/Platform Cargo.
- e. EXCEPTIONS to Cargo Free Time at CY

HAY only:

cargo is	: Billed t	o Bu	t Discharged at	
To	okyo	Yokoha	ma	
Y	okohama	Toky	0	
C	)saka	Kobe		
K	obe	Osaka		
2. Allow	the follov	ving add	litional days of cargo free	
time:	Five Days	3.		
APPLICABLE				
D	ESCRIPTI	ON	NOTES	
	nimal & P	oultry	(4)	
F	eeds			
•	mima al 0 D	al+m.r	(4)	
	inimal & P Feeds	outtry	(4)	
Г	-eeus			
(4) Allov	w four ado	litional (	days of cargo free time.	
(4) /1101	w tout auc	intioriati	days of cargo free time.	
f. Cargo	Free Time	at CFS	shall be	
Dry Cargo and Tank Container Cargo - 6 days				
Refrigerated Cargo and Carrier Owned or Controlled				
Tank Ca	rgo - 3 day	/S		

1. Allow two additional days of cargo free time when

# 2. Demurrage

a. Demurrage at CY - shall be assessed per container per calendar day in Japanese Yen as follows:

(2) 1-4 9,000 13,500 16,050 5-9 18,000 27,000 32,150 10+ 36,000 54,000 64,150

- (1) Dry Cargo and Tank Container Cargo
- (2) Refrigerated, Carrier Owned or Controlled Tank,
  Open Top, and Flatrack/Platform Cargo.
- b. Demurrage at CFS shall be assessed per revenue ton per day or fraction thereof.

Dry Cargo and Tank Container Cargo: Yen 700

Refrigerated Cargo, Label Cargo, Carrier Owned or Controlled Tank, Open-Top and Flatrack/Platform Cargo: Yen 2100 Due to an earthquake disaster, the following cargo free time shall be applicable to the cargo which has changed its destination from SENDAI to KAWASAKI/TOKYO/YOKOHAMA after loaded on a vessel.

18 working days (excluding Saturdays, Sundays, Holidays)

Rule 102-AA Free Time and Demurrage - Destination Korea

effective date = 15Aug2018

In addition to the general rule 102-Y, the following applies for shipments to Korea.

- 1. Cargo Free Time
- a. Cargo free time will commence at midnight of the day
  of discharge of the container and it shall
  expire at midnight of the day stipulated. Sundays and
  holidays shall be excluded from the cargo free time.

Due to terminal closure, the following days are excluded from the free time:

- None currently -

Free time will not commence until full bill of lading quantity arrival at bill of lading port.

In the case of cargo transshipped to Korea destination ports, cargo free time will commence at midnight of the day of arrival of the complete shipment at ocean carrier's CY at the bill of lading destination port.

- b. Refrigerated Cargo and Bulk Tank Cargo not accepted by consignee within this period will be subject to demurrage charges, or the carrier at its discretion may remove the cargo from the container, in which event storage, transfer and incidental expenses to the removal of such cargo from the container shall be for the account of the cargo.
- c. Cargo Free Time in days at CY shall be (See 1-e for Exceptions)
- i. Dry Cargo and Tank Container Cargo

Number of Containers 1 and beyond 8

ii. Refrigerated, Carrier Owned or Controlled Tank,Open-Top and Flatrack/Platform Cargo:

Number of Containers 1 and beyond 5

(1) When cargo is destined to Korea ports other than the port of discharge, two additional calendar days will be granted for free time.

- d. Cargo Free Time at CFS shall be in accordance with the provisions of the applicable port terminal tariff.
- e. Exceptions to Cargo Free Time at CY

# APPLICABLE DESCRIPTION NOTES ---- Hay (60) Hay, Non-Fumigated (60)

- (60) No. of Containers Additional Cargo Free Time
  - 1-20 Three
  - 21 or more Five
- 2. Cargo Demurrage

TYPE DAY

a. Demurrage at CY - shall be assessed per container per day as follows:

All charges are in Korean Currency (Won)

20' 40' 45'

21+ 30,000 48,000 48,000

- (2) 1 25 50,000 70,000 ---26+ 90,000 130,000 ---
- (3) 1 25 50,000 70,000 ---26+ 90,000 130,000 ---
- (1) Dry Cargo and Tank Container Cargo
- (2) Refrigerated/Temperature-Controlled Cargo
- (3) Cargo in Open-Top/Flat-Rack/Platform Container
- b. Demurrage at CFS shall be in accordance with the provisions of the applicable port terminal tariff.
  Payment from consignee may be made in U.S. dollars or its equivalent in local currency at the option of the carrier.

Rule 102-AB Free Time and Demurrage - Destination Taiwan

effective date = 15Aug2018

In addition to the general rule 102-Y, the following applies for shipments to Taiwan.

- 1. Cargo Free Time
- a. Cargo free time will commence at 8:00 A.M. on the first business day following completion of discharge, Saturday, Sundays and holidays excluded, and shall expire at midnight of the day stipulated.

# Exception:

In the instance of a single Bill of Lading quantity arriving on separate vessels, cargo free time shall commence at midnight on the day the removal permit is granted by customs to the vessel which delivers the final lot of the single Bill of Lading quantity.

The following public holidays are exempt from counting free time:

- none currently -
- b. Cargo not accepted by consignee within the free time period will be subject to demurrage charges or the carrier at its discretion may remove the cargo from the container, in which event storage, transfer and expenses incidental to the removal of such cargo from the container shall be for the account of the cargo.
- c. Cargo free time for shipments discharged at a

  Taiwan port other than bill of lading destination
  port will commence at 8:00 A.M. of the day
  following arrival of the full bill of lading
  quantity at the bill of lading destination port.

  Saturdays, Sundays and holidays shall be excluded
  from the cargo free time.

# 1. Cargo Free Time

- d. Removal of CY Containers for CFS Storage under Customs Control West destination CY container(s) is removed, under customs approval and consignee request, from carrier's designated CY to any other customs bonded warehouse or container terminal for stripping and storage of cargo into a CFS or warehouse in that location, the following conditions shall apply:
- i. Container(s) may be removed with or without original bill of lading but a signed delivery order by the consignee or its agent must be surrendered to the carrier prior to removal of the container(s) from the carrier's CY.
- ii. Customs approval for the purpose of transferring the CY container from the carrier's CY to a customs bonded warehouse or any other container terminal for stripping must be submitted to the carrier.
- iii. All freight charges, including ocean freight, origin loading port charges and destination charges as well as drayage where authorized per paragraph iv below must be collected prior to the removal of container from carrier's CY.
- iv. If required by customs, carrier may provide

drayage for the account of the cargo to remove the container(s) from carrier's CY. Carrier shall treat the transfer from carrier's designated completion of the bill of lading obligation.

- 1. Cargo Free Time
- e. Cargo Free Time at CY (Also see Exceptions in paragraph 3)

Number of Containers 1-5 6-10 11-15 16-20 21-25 26-30 31+

-----

Free Time in Days 5 7 9 11 13 15 17

All Others 3 working days

For Exceptions - see part 3 below.

- f. Cargo Free Time at CFS shall be per custom of the port and provisions of the port terminal tariff shall apply.
- 2. Cargo Demurrage
- a. Payment from consignee may be made in U.S. dollars or its equivalent in local currency at the option of the carrier. In the case of shipments of eleven or more containers for one consignee at one port of destination from the vessel, irrespective of the number of bills of

lading, a two day grace period following full payment of demurrage charges will be allowed for the removal of all containers in the shipment from carrier's custody. Containers not removed carrier's custody within the grace period will continue to accrue full demurrage without interruption until the last container of the shipment is removed.

b. Demurrage at CY - shall be assessed per container per calendar day as follows (Exceptions in paragraph 3):

All charges are in Taiwan Currency, Subject to Value
Added Tax.

TYPE DAY 20' 40' 45'

- (1) 1-10 650 940 1,230 11+ 1,450 2,240 2,730
- (2) 1-10 900 1,300 1,600 11+ 2,700 3,900 4,800
- (1) Dry Cargo
- (2) Refrigerated, Tank, Open-Top and Flatrack/Platform Cargo.
- c. Demurrage at CFS shall be per custom of the port and provisions of the port terminal tariff shall apply.

# 3. EXCEPTIONS to Taiwan CY Cargo Freetime: Except for the following items only: Restaurant Equipment **Restaurant Supplies Promotional Items** Number of Containers 1-5 6-10 11-30 31+ ----- ----Free Time in Days 7 10 14 16 Exception, unless otherwise noted below, for the following items only: Sausage Patties Beef patties **Chicken Patties** Orange Juice incl Concentrate Potatoes, prepared Sauces, batter, breading ... Foodstuffs, prepared Foodstuffs, prepared viz Bakery Number of Container(s) 1-5 6-10 11+

**APPLICABLE** 

----- ----

Free time in Days 7 10 14

(10) Allow ten additional days of cargo freetime.				
(15) Allow fifteen additional days of cargo free time.				

Rule 102-AC  $\,$  Free Time and Demurrage - Destination HK and Macau

effective date = 15Aug2018

In addition to the general rule 102-Y, the following

applies for shipments to Hong Kong and Macau.

- 1. Cargo Free Time at CY
- a. Ordinary Cargo and Tank Container Cargo:

Cargo free time shall commence at 8:00 A.M. on the first business day following completion of discharge of vessel (including Saturdays, Sundays and Holidays).

5 calendar days

The following public holidays are exempt from counting free time.

- None currently -
- b. Refrigerated, Open-Top and Flatrack/Platform Cargo (ingauge):

Cargo free time shall commence at 8:00 A.M. on the first business day following completion of discharge of vessel (including Saturdays, Sundays and Holidays).

5 calendar days

3 calendar days for Open Top/Flat Rack/Platform (ingauge)

No free time for out of gauge cargoes

The following public holidays are exempt from counting free time.

- None currently -
- c. Hazardous Cargo 72 hours from time of cargo
   discharge from vessel as per Hong Kong Government
   regulations, including Saturdays, Sundays and holidays

Hazardous (other than class 2 & 5) 72 hours from cargo discharge

Hazardous (class 2 & 5) 72 hours from cargo discharge

- 2. Cargo Free Time at CFS
- a. Ordinary Cargo and Tank Container Cargo:

Cargo free time shall commence at 8:00 A.M. on the first business day following completion of discharge of vessel or at 8:00 A.M. on the first day of notification by the terminal operator that the cargo is available for delivery, whichever is greater, and it shall expire at midnight on the fifth day. Sundays and Hong Kong holidays shall be excluded from cargo free time.

The following public holidays are exempt from counting free time.

- None currently -

b. Temperature or Atmosphere Controlled, Carrier Owned or Controlled Tank, Open-Top and Flatrack/Platform Cargo:

Cargo free time shall commence at 8:00 on the first business day following completion of discharge of vessel and it shall expire at midnight on the fifth day. Hong Kong holidays shall be excluded from cargo free time.

The following public holidays are exempt from counting free time.

- None currently -

c. Label Cargo:

Cargo free time will commence on notification by the terminal to the ocean carrier that the cargo is available for delivery to the consignee. It will expire in seventy-two (72) hours as per Hong Kong government regulations, including Saturdays, Sundays and Hong Kong holidays.

The following public holidays are exempt from counting free time.

- None currently -
- 3. Demurrage at CY shall be assessed in accordance with the provisions shown below for each twenty-four (24) hour period or fraction thereof, including Saturdays, Sundays and Hong Kong holidays, beyond the expiration of cargo free time. Payment from consignee may be made in U.S. dollars or its equivalent in local currency at the option of the of the carrier.
- a. (1) Ordinary Cargo and Tank Container Cargo.
  - (2) Refrigerated, Carrier Owned or Controlled Tank,Open-Top or Flatrack/Platform Cargo (in-gauge)
  - (3) Hazardous (other than Class 2 & 5)
  - (4) Hazardous (Class 2 & 5)
  - (5) Out of gauge cargo

20' 40' 45'

TYPE DAY Container Container Container

- (1) 1-5 HKD 410 HKD 780 HKD 885 6+ HKD 770 HKD 1,490 HKD 1,685
- (2) 1-5 HKD 650 HKD 1,120 HKD 1,250 6+ HKD 1,300 HKD 2,230 HKD 2,500
- (3) 1-5 HKD 650 HKD 1,120 HKD 1,250 6+ HKD 1,300 HKD 2,230 HKD 2,500

- (4) 1-5 HKD 4,000 HKD 8,000 HKD 9,600 6+ HKD 5,000 HKD10,000 HKD12,000
- (5) 1+ HKD 1,300 HKD 2,300

EXCEPTION TO PART (3) above

CY cargo that has remained on demurrage as provided above beyond 60 days must be warehoused, sold, held in carriers' containers subject to the carriers' lien or or other respect to cargo in carriers' containers for CY delivery, transfer such cargo from to the carriers' CFS at the risk and expense of the consignee, with such cargo to be subject to CFS charges (Rule 23) and demurrage as applicable to CFS cargo in accordance with the provisions of this rule.

- 4. Demurrage at CFS
- a. Ordinary Cargo and Tank Container Cargo.

Cargo demurrage shall be assessed per revenue ton per week or any fraction thereof after expiry of free time as follows:

HK\$ 145.00 per revenue ton subject to a minimum of HK\$ 165.00 per shipment per delivery order.

b. Dutiable, Dangerous/Hazardous, Refrigerated, Carrier

Owned or Controlled Tank, Open-Top or Flatrack/Platform Cargo

Cargo demurrage shall be assessed per revenue ton per week or any fraction thereof after expiry of free time as follows:

HK\$ 290.00 per revenue ton subject to a minimum of HK\$ 330.00 per shipment per delivery order.

For Dangerous/Hazardous Category 2 and 5 (See Rule 16), Cargo demurrage shall be assessed per revenue ton per day or any fraction thereof after expiry of free time as follows

HK\$ 840.00 per revenue ton subject to a minimum of HK\$ 1090.00 per shipment per delivery order.

c. Automobile and Wheeled Vehicles

Cargo demurrage shall be assessed per unit per day or any fraction thereof after expiry of free time as follows: HK\$ 350.00

Rule 102-AD Free Time and Demurrage - Destination Singapore

effective date = 15Aug2018

In addition to the general rule 102-Y, the following

applies for shipments to Singapore.

- 1. Cargo Free Time
- a. Cargo Free Time at CY 3 days following completion of discharge of the vessel including Saturdays, Sundays and holidays.
- b. Cargo Free Time at CFS Provisions of PortTerminal Tariff apply.
- 2. Cargo Demurrage
- a. Demurrage at CY Upon expiration of free time the following scale of charges, in Singapore Dollars, will apply per container.

20' Container 40' container 45' Container

-----
DAY (1) (2) (1) (2) (1) (2)

--- ---
Per Day 45 200 65 300 100 --

- (1) Dry Cargo and Tank Container Cargo
- (2) Refrigerated/Insulated, Carrier Owned or Controlled
  Tank, Open Top or Flatrack/Platform Cargo.
- b. Demurrage at CFS Provisions of Port Terminal Tariff shall apply.

Rule 102-AE Free Time and Demurrage - Destination Malaysia

effective date = 15Aug2018

In addition to the general rule 102-Y, the following applies for shipments to Malaysia.

1. Cargo Free Time at CY [See Exception]

Cargo Free Time shall commence from midnight following completion of the discharge of vessel including Sundays and Holidays but excluding port closed days.

- a. Malaysia Main Ports: 5 days, except for refrigerated cargo at 3 days.
- b. K.Kinabalu : 5 days, except for refrigerated cargo at 3 days.
- c. Kuchin : 5 days, except for refrigerated cargo at 3 days.

### **EXCEPTION:**

The following public holidays are exempted from counting free time:

- a) Lunar New Year Holidays from February 17, 2015 to February 23, 2015.
- b) the EID AL-FITR Holidays from July 14, 2015 to

- Cargo Free Time at CFS Provisions of Port Terminal Tariff apply.
- 3. Demurrage at CY After expiration of free time, the following charge cumulatively per container per calendar day in Malaysian Dollars (MYR) applies as follows: (See Notes)
- a) Malaysia Main Ports:

Days after Dry Container

Free Time 20' 40' 45'

-----

1-5 45 80 90

6-10 70 130 140

11+ 120 180 190

Days after Reefer Container

Free Time 20' 40' 45

-----

1-3 125 150 150

4-7 175 200 200

8+ 225 250 250

Days after F/O Container

Free Time 20' 40' 45'

----- ----

1-5 55 105 105

6-10 110 205 205

11+ 165 310 310

# b) K.Kinabalu:

Days after Dry Container

Free Time 20' 40' 45'

-----

1-5 45 80 90

6-10 70 130 140

11+ 120 180 190

# Days after Reefer Container

Free Time 20' 40' 45

-----

1-3 125 150 150

4-7 175 200 200

8+ 225 250 250

# Days after F/O Container

Free Time 20' 40' 45'

-----

1-5 55 105 105

6-10 110 205 205

11+ 165 310 310

### c) Kuchin:

### Days after Dry Container

Free Time 20' 40' 45'

-----

1-5 55 80 110

6-10 80 120 165

11+ 105 155 220

# Days after Reefer Container

Free Time 20' 40' 45'

----- ----

1-5 175 260 260

6-10 260 345 345

11+ 345 430 430

# Days after F/O Container

Free Time 20' 40' 45'

-----

1-5 175 260 260

6-10 260 345 345

11+ 345 430 430

- (1) Dry Cargo and Tank Container Cargo
- (2) Refrigerated, Carrier Owned or Controlled Tank, Open

Top or Flatrack/Platform Cargo

#### Notes:

 Demurrage at Port Kelang, where incurred, will terminate the moment container delivery requisition is received by Kelang Container Terminal (KCT) from either Kotena National, Shapadu Kotena and Konsortium Perkapalan, or Malayan Railways. Payment of demurrage at Port Kelang must be in cash (or check if approved by port authority) pursuant to KCT daily setting account system except Government and statutory departments who pay charges through an established account with KCT.

- 2. Demurrage at Penang, where incurred, will terminate upon the removal of container from CY.
- 3. Demurrage at Pasir Gudang will terminate concurrent with the issuance of Equipment Interchange Receipt.
- 4. Demurrage at CFS Provisions of Port Terminal Tariff shall apply.

Rule 102-AF Free Time and Demurrage - Destination Indonesia

effective date = 15Aug2018

In addition to the general rule 102-Y, the following applies for shipments to Indonesia.

- a. Demurrage free time shall be per terminal tariff.
   Demurrage charges are for the account of cargo consignee/
   importer and settled directly between terminal operator and cargo consignee/importer.
- b. Free time at CFS Provisions of Port Terminal Tariff

shall apply.

Rule 102-AG Free Time and Demurrage - Destination Thailand

effective date = 15Aug2018

In addition to the general rule 102-Y, the following applies for shipments to Thailand.

### 1. Free Time

a. Free time for cargo and each container, with or without chassis will commence at 8:00 A.M. on the first business day following completion of the discharge of the vessel and it shall expire at midnight on the day stipulated.

#### **EXCEPTION:**

When discharged cargo is taken by Carrier to ICD location, the free time will commence at midnight of the day when the complete Bill of Lading quantity arrives at the ICD location.

Following the expiration of container free time, the carrier, at its discretion may remove the cargo from the container to the port transit sheds in which event the risk and expenses incidental to the removal of such cargo from the container shall be for the account to the cargo owner; the following

charge shall apply:

Stripping Charge: U.S. \$2.50 (BAHT 50) per revenue ton

b. Cargo and Container free time at CYCargo - Customs of the port and port terminal tariff

apply.

Dry and Tank Containers (Excluding Saturdays, Sundays and

Holidays) - as follows:

Number of

Containers 1-10 11-15 16-20 21+

Free Time 5 6 7 8

Refrigerated, Carrier Owned or Controlled Tank, Open
Top or Flatrack/Platform Containers - 72 hours
(Excluding Saturdays, Sundays and Holidays)

- 1. Free Time
- c. Cargo Free Time at CFS

Dry Cargo and Tank Container Cargo

Customs of the port and port terminal tariff apply.

Refrigerated, Carrier Owned or Controlled Tank,

Open Top or Flatrack/Platform Container Cargo 
96 hours, including Saturdays, Sundays and

Holidays

## 2. Demurrage

a. Cargo and Container Demurrage at CY -

(In Thai Currency)

 $\mbox{\it Cargo}$  -  $\mbox{\it Customs}$  of the port and port terminal

tariffs apply.

Charges per Container per Day in Thai Baht as follows:

---- --- ----

- (1) 1-5 425 750 1045
  - 6-10 700 1260 1760

11+ 1175 1775 2480

- (2) 1-5 700 1260
  - 6-10 1245 2285
  - 11+ 1790 3310
- (3) 1-5 700 1260
  - 6-10 1245 2285
  - 11+ 1790 3310
- (1) Dry and Tank Containers
- (2) Carrier Owned or Controlled Tank, Open Top,

or Flatrack/Platform Containers

(3) Refrigerated Containers (Demurrage includes electricity Charges). Tariff apply. 2. Demurrage b. Cargo and Container Demurrage at CFS Cargo Demurrage - Customs of the port and port terminal tariffs apply. Container Demurrage - as follows: (1) Dry and Tank Container - not applicable (2) Refrigerated, Carrier Owned or Controlled Tank, Open Top or Flatrack/Platform Containers - 54 Baht per RT as freighted, per day (24 hour period or fraction thereof) including Saturday, Sunday and holidays, after the expiration of the equipment free time subject to a maximum 810 Baht per RT. Exception: For Wood Pulp, Soft Wood & Waste Paper to Thailand shall be 14 Calendar days.

effective date = 15Aug2018

In addition to the general rule 102-Y, the following applies for shipments to Philippines.

1. Cargo Free Time

a. Free time will commence at 8:00 A.M. on the first working day following completion of discharge of vessel and it shall expire at midnight of the day stipulated. Saturdays, Sundays and Philippine holidays shall be excluded from free time.

Exception: For dry cargo shipments for the benefit of Relief Agencies, free time shall commence at 8:00 A.M. the first working day following clearance by Philippines Customs.

## Exception:

- None currently -
- b. Transfer Charges
- i. On or before expiration of the sixth free time working calendar day, carrier may at its option, transfer the container to an outside customs designated CY/CFS, in which event the risk and transfer and other expenses incidental to the

transfer of the container shall be for the account of the carrier.

ii. Following expiration of the sixth free time working calendar day, transfer of the container to an outside customs designated CY/CFS shall be at the risk and expense of the cargo owner, and the following charge shall apply: Transfer charges at 15.00 Pesos (Philippine) per revenue ton

#### c. Stripping Charges

If cargo is stripped from the container, the risk and other expenses incidental to the removal of such cargo from the container shall be for the account of the cargo owner and the following charge shall apply:

Stripping charges at 25.00 Pesos (Philippine) per revenue ton

NOTE: Cargo stripped from the container in accordance with this rule shall not be subject to destination CFS charges.

### d. Storage Charges

Storage charges at the outside customs designated CY/CFS shall be in accordance with the tariff and conditions published by the Philipppine government or the entity appointed by them to render the service.

- e. Container demurrage applies on shipments not physically withdrawn from the customs arrastre zone or from an off-dock CY to which carrier has initiated transfer of container prior to the expiration of container freetime, shall be in accordance with the provisions shown.
- f. Container Free Time at CY
- i. Dry Cargo and Tank Container Cargo

Number of Containers 1-5 6-10 11 or more Free Time in Days 6 9 12

- ii. Carrier Owned or Controlled Tank, Open Top or Flatrack/Platform Containers - 3 days.
- iii. Refrigerated Containers 3 days

NOTES -

ONE:

The refrigerated charges for supply of electricity, connecting and disconnecting refrigerated containers and monitoring services at the refrigerated container yard at the port or any customs designated CY shall be for account of cargo.

TWO:

Cargo must be Customs cleared and taken delivery by the consignee within 3 days after vessel completes discharge. If delivery does not occur, then normal demurrage charges apply.

- g. Cargo Free Time at CFS Customs of the port and port terminal tariffs apply.
- 2. Cargo Demurrage
- a. Demurrage at CY Charge in Philippine Peso per container per calendar day, as follows:

EQUIPMENT TYPE CONTAINER SIZE

20' 40' 45'

-----

**Standard Dry Container** 

1-5 days 665 1060 1505

6-10 days 1125 1795 2560

11+ days 1585 2530 3615

### Special Container(3)

1-5 days 920 1470 1470

6-10 days 1835 2935 2935

11+ days 2755 4405 4405

### Refrigerated Container

1-5 days 1745 2755 2755

6-10 days 3490 5505 5505

11+ days 5230 6880 6880

(3) Special Containers applies to all equipment,

except standard dry and refrigerated

containers, and includes open top, flat rack,

platform and tank containers.

b. Demurrage at CFS - Provisions published by the

Philippine government or the entity appointed

by them to render the service will apply.

Rule 102-Al Free Time and Demurrage - Destination China

effective date = 15Aug2018

In addition to the general rule 102-Y, the following

applies for shipments to China.

The following days should be excluded from free time

calculation at ports/points in China.

- None currently -

There are no applicable provisions for China, except as

noted below.

EXCEPTION: For shipments of Printing Paper only at

Yantian, China:

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### 1. Cargo Free time at China ports

Free time shall commence from vessel arriving date and shall expire at midnight of the below filed allowance days.

All references are calendar days.

Province Type Days

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Guangdong Dry non-haz 7 Calendar Days

\*Haz No free time - See

exception below

All Other 2 Calendar Days

(Yantian only) Reefer non-haz 5 Calendar Days

(Chiwan/ Reefer non-haz 2 Calendar Days

Dachan Bay)

(All other ports) per local tariff

\*Haz exception:

The free time will be 3 calendar days for the

followings:

Yantian IMCO 2.2, IMCO 3.3(>23C), IMCO 4.1,

IMCO 5.1, IMCO 8, IMCO 9

Chiwan - IMCO 3.3 (>23C), IMCO 4.1, IMCO 4.2,

IMCO 5.1

Dachan Bay IMCO 6.1, IMCO 8, IMCO 9

OOG No free time

Fujian Dry 10 Calendar Days

### All Other 4 Calendar Days

Other Per Local Tariff

All Other = Refrigerated, Open Top or Flatrack/Platform

# 2. Demurrage at CY:

After free time has expired the following demurrage charges in Yuan Renminbi (CNY) shall be assessed per day unless otherwise noted.

Destination/Point Type Days 20' 40' 45'

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Guangdong Province Dry 1 - 7 130 250 295 (except otherwise 8+ 265 525 605 specified)

All Other 1 - 5 260 520

6+ 410 820

a) Shekou [see Note 1]

OOG 1 - 3: 650 per unit

4 - 7: 1,000 per unit

8+ : 2,000 per unit

- b) Chiwan Hazardous 1 5 260 520 600 6+ 410 820 950
- c) Dachan Bay Hazardous 1 5 260 520 600 6+ 410 820 950

d) Yantian Hazardous 1 - 5 260 520 600 6+ 410 820 950

#### Note 1:

Demurrage charge should be directly settled between consignee and Terminal upon expiration of free time.

Fujian Province Dry 1 - 10 90 170 220 11 - 30 115 230 290 31+ 190 370 470

> All Other 1 - 10 240 375 11 - 30 320 470 31+ 965 1,340

All Other Provinces: per local terminal tariff and shall
be directly settled between
consignee and terminal operator
upon expiration of free time.

All Other= Refrigerated, Open Top, Flatrack/Platform.

Electricity Supply Fee will apply upon expiration of free time in Guangdong at CNY350/20' and CNY450/40' per day

Rule 102-AJ Free Time and Demurrage - Destination Vietnam

effective date = 15Aug2018

In addition to the general rule 102-Y, the following applies for shipments to Vietnam.

### 1. Cargo Free Time

Free time for each container with or without chassis, will commence at 8:00 A.M. on the first business day following completion of the discharge of vessel or transfer of the Bill of Lading consignment in total is accomplished at on/off dock facility designated by Harbor/Customs authorities, and it shall expire at midnight on the day stipulated.

a. Free Time at CY - inclusive of Saturdays, Sundays and

Holidays: Dry Cargo:

Five Days

Refrigerated Cargo: Nil

F/O Cargo:

Three Days

b. Free time at CFS - Provisions of Port Terminal

Tariff shall apply.

**Exception for Vietnam:** 

The following days should be excluded from free time calculation at ports in Vietnam.

a) February 17, 2015 through February 23, 2015 (for Lunar New Year Holidays)

b) April 28, 2015 through May 1, 2015 (for King Hung

Anniversary Holiday, Victory Day and Labor International Day)

- c) deleted
- d) September 2, 2015 (for National Day Holiday)
- 2. Cargo Demurrage
- a. Demurrage at CY will be assessed the following charges in U.S. Dollars per container per calendar day including Saturdays, Sundays and Holidays, beyond expiration of free time:

DRY Cargo in Vietnam:

Days Container Charge

- 1 5 20-ft (20) VND 270,000.00 40-ft (40) VND 480,000.00 40-FT (40H) VND 480,000.00 45-FT (45) VND 670,000.00
- 6 10 20-ft (20) VND 440,000.00 40-ft (40) VND 790,000.00 40-FT (40H) VND 790,000.00 45-FT (45) VND 1,100,000.00
- 11+ 20-ft (20) VND 730,000.00 40-ft (40) VND 1,100,000.00 40-FT (40H) VND 1,100,000.00 45-FT (45) VND 1,550,000.00

### REFRIGERATED Cargo in Vietnam:

Days Container Charge

- 1 3 20-ft (20) VND 950,000.00 40-ft (40) VND 1,570,000.00 40-FT (40H) VND 1,570,000.00
- 4 8 20-ft (20) VND 1,360,000.00 40-ft (40) VND 2,200,000.00 40-FT (40H) VND 2,200,000.00
- 9+ 20-ft (20) VND 1,570,000.00 40-ft (40) VND 2,520,000.00 40-FT (40H) VND 2,520,000.00

Flat-Rack/Open-Top Cargo in Vietnam:

Days Container Charge

- 1 5 20-ft (20) VND 330,000.00 40-ft (40) VND 630,000.00
- 6 10 20-ft (20) VND 670,000.00 40-ft (40) VND 1,250,000.00
- 11+ 20-ft (20) VND 1,000,000.00 40-ft (40) VND 1,900,000.00

b. Demurrage at CFS - Provisions of Port TerminalTariff apply.

Rule 102-AK Free Time and Demurrage - Destination Cambodia

effective date = 15Aug2018

In addition to the general rule 102-Y, the following applies for shipments to Cambodia.

### 1. Cargo Free Time

Cargo free time shall be 7 calendar days (including Sat, Sun and Holiday) and shall commence at midnight of the day of completion of discharge of vessel and it shall expire at midnight of the day stipulated.

### 2. Cargo Demurrage

Upon expiration of free time the demurrage charge shall apply per container per day in US Dollar as follows.

8th day onward \$6.00 \$12.00 \$6.00 \$12.00 \$6.00 \$12.00

Demurrage charge is subject to 10% VAT

Rule 102-AL Free Time and Demurrage - Destination Myanmar

effective date = 15Aug2018

In addition to the general rule 102-Y, the following applies for shipments to Myanmar.

- 1. Cargo Free Time
- a. Cargo Free Time shall be seven (7) calendar days. Free time will commence at 8:00 A.M. on the first working day following completion of discharge of vessel and it shall expire at midnight of the day stipulated. Free time will not commence until full bill of lading quantity arrival at bill of lading port.
- b. Demurrage charges at CY will be assessed the following charges in MMK Dollars per container per calendar day including Saturdays, Sundays and Holidays beyond expiration of free time:

40-ft (40') USD 10.00

40-ft (40H') USD 10.00

45-ft (45') USD 10.00

181 - 365 days 20-ft (20') USD 7.00

40-ft (40') USD 14.00

40-ft (40H') USD 14.00

45-ft (45') USD 14.00

366+ days 20-ft (20') USD 9.00

40-ft (40') USD 18.00

40-ft (40H') USD 18.00

45-ft (45') USD 18.00

Rule 102-AM Free Time and Demurrage - Destination ISC-AU-NZ-ME-EAFR

effective date = 15Aug2018

See below subrules for specific countries.

#### FREE TIME AND DEMURRAGE - OTHER DESTINATIONS NOT SPECIFIED

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### 1. Cargo Free Time at CY

Cargo free time will commence at 8:00 A.M. on the first business day following completion of discharge and shall expire at midnight on the day stipulated hereunder.

Saturdays, Sundays and Holidays shall be excluded from the cargo free time hereunder.

Number of Container Free Time in Days

1 thru 5 6 days

6 thru 10	8 days
11 thru 15	10 days
16 thru 20	12 days
21 thru 30	14 days
31 or more	16 days

NOTE: The above provisions are applicable on ordinary cargo in containers provided all such containers are consigned to one consignee at one port of destination from one vessel, irrespective of the number of Bills of Lading. Free time will not commence until full Bill of Lading quantity arrival at Bill of Lading port.

- Cargo free time for shipments discharged at a Port other than Bill of Lading destination port will commence at 8:00
   A.M. on the day following arrival of the full Bill of Lading quantity at the Bill of Lading destination port.
   Saturdays, Sundays and Holidays shall be excluded from the cargo free time.
- 3. Cargo demurrage at CYCargo demurrage will be assessed per container per dayin U.S. Dollars as follows:

No. of Days Container Size

After Expiry 20' 40'

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1 thru 10 \$10.00 \$15.00

11 or more 30.00 45.00

Rule 102-AN Free Time and Demurrage - Destination Sri Lanka

effective date = 15Aug2018

Cargo Free Time and Demmurage at Destination - Sri Lanka

A) Cargo free time - Up to 5 calendar days from the date of discharge

B) Demurrage

20' 40' 45'

Dry/Reefer Dry/Reefer Dry/Reefer

US\$ US\$ US\$

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Upto 5 calendar days

from the date of discharge

Free/Free Free/Free

01-21 days 7.50/30.00 15.00/60.00 17.25/69.00

22nd day onwards 10.00/40.00 20.00/80.00 23.00/92.00

Rule 102-AO Free Time and Demurrage - Destination Pakistan

effective date = 15Aug2018

Cargo free time and demurrage at destination - Karachi

A) Cargo free time - from the date of completion of discharge of containers from the vessel

For All Cargo, Non-Hazardous/Non-Dangerous: 5 calendar days

For All Cargo, Hazardous/Dangerous : 3 calendar days

B) Demurrage Charge

The FCL Containers after expiry of cargo free time are subject to one time holding charge at the rate of PKR 252.00 for a 20' Container, PKR 504.00 for a 40' Container and PKR 576.00 for a 45' plus the following demurrage charge.

For All Cargo:

Detention days Charge Per Calendar Day

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1 - 5 days PKR 640.00 per 20-ft (20') container

PKR 1,280.00 per 40-ft (40'x8'6") container

PKR 1,280.00 per 40-ft (40'x9'6") container

PKR 1,440.00 per 45-ft (45') container

6 - 10 days PKR 850.00 per 20-ft (20') container
PKR 1,700.00 per 40-ft (40'x8'6") container
PKR 1,700.00 per 40-ft (40'x9'6") container
PKR 1,913.00 per 45-ft (45') container

11 - 15 days PKR 1,075.00 per 20-ft (20') container

PKR 2,150.00 per 40-ft (40'x8'6") container
PKR 2,150.00 per 40-ft (40'x9'6") container
PKR 2,419.00 per 45-ft (45') container

16+ days PKR 1,550.00 per 20-ft (20') container
PKR 3,100.00 per 40-ft (40'x8'6") container
PKR 3,100.00 per 40-ft (40'x9'6") container
PKR 3,488.00 per 45-ft (45') container

Rule 102-AP Free Time and Demurrage - Destination AU-NZ

effective date = 15Aug2018

### 1. Cargo Free Time at CY

Cargo free time shall commence at 8:00 a.m. on the first business day following completion of discharge and shall expire at midnight on the day stipulated hereunder.

All Cargo - 3 calendar days (including Saturdays, Sundays and Holidays).

#### 2. Demurrage Charge

The demurrage charge will be assessed after expiry of cargo free time. The Consignee shall settle the demurrage charges directly with the terminal operator in accordance with the rates set forth in the terminals published tariff.

Rule 103 NVOCC NEGOTIATED RATE ARRANGEMENTS (NRA)

As per Part 532 NVOCC NEGOTIATED RATE ARRANGEMENTS of the CFR, Carrier has elected to utilize a combination of NVOCC Negotiated Rate Arrangements (NRAs), and Open Tariff Rates.

### **DEFINITIONS:**

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

"Tariff Rate" means a price stated in a tariff for providing a specified level of transportation service for a stated cargo quantity, from origin to destination, on and after a stated effective date or within a defined time frame.

### **EXTENT OF ACTIVITY:**

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