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

RULE: 1 Effective: 29Jan2025
(p)(R)

SCOPE

RULE 1 - SCOPE

Rules, regulations and rates published herein apply BETWEEN United States Atlantic and Gulf Coast Ports in the Eastport, Maine/Brownsville, Texas Range, United States Pacific Coast Ports in the Seattle, Washington/San Diego, California Range, Great Lakes, Puerto Rico, Hawaii and Alaska Ports and Inland Points (See Paragraph A) AND Worldwide Ports and Points (See Paragraph B):

A. UNITED STATES
U.S. Inland points in the following states:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, **Kentucky, Louisiana, Maine, Maryland, Massachusetts,** Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, **Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico,** Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, South Dakota.

Service:
Motor/Ocean, Ocean/Motor, Rail/Ocean, Ocean/Rail and Rail/Motor/Ocean combinations of service with single factor through rates as specified in the TLI's.

Interchange Ports:
United States Ports on the Atlantic, Gulf, Pacific, Great Lakes Coasts, in Puerto Rico, Hawaii and Alaska.

Liability:
Carrier will be liable to shipper for Rail and/or Motor movements in accordance with the terms and conditions of carrier's combined transport bill of lading.

UNITED STATES PORTS on the Atlantic, Gulf, Pacific, Great Lakes Coasts, Puerto Rico, Hawaii and Alaska.

B. WORLDWIDE PORTS AND POINTS:
European and Mediterranean Ports and Points:
Austria, Switzerland, Hungary, Czech Republic, Iceland, Sweden, Norway, Finland, Denmark, United Kingdom, Ireland, Netherlands, Belgium, Luxembourg, France, Andorra, Monaco, Germany, Poland, Russia, **Latvia, Estonia, Lithuania, Belarus, Ukraine, Spain, Moldavia, Georgia, Armenia, Azerbaijan, Slovakia,** Portugal, Gibraltar, Azores, Malta, Italy, Kosovo, Montenegro, Slovenia, Croatia, Macedonia, Bosnia, **Albania, Greece, Romania, Bulgaria, Turkey, Cyprus, Israel, Syria, Lebanon, Morocco, Algeria, Tunisia,** Libya, Egypt, Greenland, San Marino, Liechtenstein and Serbia

African Ports and Points:
Canary Islands, Mauritania, Senegal, Guinea, Guinea Bissau, Sierra Leone, Ivory Coast, Ghana, Gambia, **Togo, Gabon, Benin, Nigeria, Cameroon, Congo, Rio** Muni, Madeira Islands, Liberia, Swaziland, Uganda, **Angola, Zaire, Namibia, Somalia, Western Sahara,** Ethiopia, Djibouti, Sudan, Kenya, Seychelles **Islands, Tanzania, Mauritius, Mozambique, Sao Tome** and Principe, South Africa, Lesotho, Malawi, Mali, **Madagascar, Botswana, Burkina, Burundi, Niger, Cape** Verde Islands, Central African Republic, Chad, Comoros Islands, Rwanda, Zambia and Zimbabwe.

Asian Ports and Points:
Russia (Siberia and Far East), Kazakhstan, Uzbekistan, Turkmenistan, Tajikistan, Kyrgyzstan, Afghanistan, Mongolia, Nepal, Bhutan, Iraq, Iran, **Jordan, Kuwait, Saudi Arabia, Yemen, Oman, Qatar,** Bahrain, United Arab Emirates, India, Pakistan, Sri **Lanka, Burma, Thailand, Vietnam, Laos, Cambodia,** Malaysia, Singapore, Indonesia, Philippines, Macao, China (Hong Kong), Korea (Democratic Republic), Korea (Republic), Taiwan, Japan, Bangladesh, Palestine and Maldives.

Australia, New Zealand and Oceania Ports and Points:
Australia, Papua New Guinea, Bismarck Archipelago, New Zealand, Western Samoa, New Hebrides Islands, Fiji Islands, Gilbert Islands, Ellice Islands, Tonga Islands, Phoenix Islands, Pitcairn Islands, New Caledonia, Society Islands, Tuamotu Islands, Tubuai Islands, Marquesas Islands, Gambier Islands, Wallis Islands, Solomon Islands, Tokelau Islands, Cook **Islands, Pitcairn Islands, Henderson Islands, Nauru,** Loyalty Islands, Caroline Islands, Marshall Islands, Federated States of Micronesia, French Polynesia, **Reunion, Tuvalu, Vanuatu.**

North, Central and South American and Caribbean Ports and Points:
Mexico, Guatemala, Belize, El Salvador, Honduras, Nicaragua, Costa Rica, Panama, Bermuda, Bahamas, Haiti, Jamaica, Turks and Caicos Islands, Cayman Islands, Dominican Republic, Barbados, Trinidad and Tobago, Netherlands Antilles, Venezuela, Colombia, Ecuador, **Chile, Peru, Bolivia, Guyana, Brazil, Argentina, Uruguay, Paraguay, Surinam, French Guiana, Canada,** Cuba, Anguilla, Antigua and Barbuda, British Virgin Islands, Dominica, Grenada, Guadeloupe, Martinique, Montserrat, St. Kitts and Nevis, St. Lucia, St. Pierre and Miquelon, St. Vincent and Grenadines.

INLAND POINT(S):

Worldwide Points
(As Specified above)

INTERCHANGE PORT(s):
Worldwide Ports
(As Specified above)

Alternate Service:
The following shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. At Carrier's option, shipments may be loaded at a port other than the originally intended port of loading or unloaded at a port other than the originally intended port of discharge, when the carrier does not serve the port originally intended for any reason. In no event shall any such transfer or arrangements under which it is performed be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the Shipper would have borne had the shipment loaded or cleared through the port originally intended.

---------- End of Rule Text----------

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

RULE: 2 Effective: 23Jun2016
(I)(R)

APPLICATION OF RATES AND CHARGES

RULE 2 - APPLICATION OF RATES AND CHARGES

A. Carrier NRA/Tariff Declaration

Carrier will apply freight rates to cargo either by filing the applicable freight rates in this tariff or in accordance with the Negotiated Rate Arrangements (NRA'S) as agreed to by each shipper/consignee.

1. Tariff Rates

The applicable tariff freight rates may be located by referring to the alphabetical commodity index. The rates for each commodity will be displayed under its name in the index. As provided elsewhere herein, if a commodity is not specifically named, the nearest applicable generic description shall apply and if no generic descriptions are given, ultimately General Cargo, N.O.S. shall apply. All Rules, Regulations and charges of this tariff apply to all shipments, unless the Tariff Rate Item specifically exempts the rate from such Rule or charge.

2. NVOCC Negotiated Rate Arrangements (NRA'S)

NRA'S may be negotiated with a shipper/consignee in compliance with Federal Maritime Commission requirements as to record retention and adherence to additional charges specified in this tariff. After receipt of the first consignment of cargo pursuant to an NRA, the NRA cannot be revised.
All NRA's will be subject to the terms and conditions of Carrier's tariff and long form bill of lading (see Rule 8 herein). While the ocean freight rate and any stated inclusions will be provided in the NRA's, should any additional charges apply to the relevant shipments, those will be stated in this tariff. See Rule 28 for a complete definition of NRA's.

B. Service Descriptions

1. All water Service

Rates for the all water service apply from ocean carrier's or agent's terminal at port of loading to carrier's or agent's terminal at port of discharge and do not cover charges established by customs and/or port tariffs. Any accessorial charges which are assessed against the cargo will be for the account of the cargo, even if carrier is responsible for collection.

2. Intermodal Service to/from Inland Points

a. All intermodal rates are single factor through rates, applying to the transportation of general commodities in full container loads, less than container loads or break bulk, to/from points or inland terminals named in the respective commodity rate, served via ports provided in the rate item.

b. All intermodal rates named in this tariff:

1. include wharfage, handling, drayage and other costs of transferring containers/shipments at ocean/land ports of interchange, but do not **include customs assessments.**

2. are subject to the minimum charge specified in Rule 6 of this tariff.

3. include all charges for drayage or other transfer service at intermediate points on shipments handled through and not stopped for special services at such intermediate points.

c. Specific Services:

1. Door Service: Inland carrier will transport containerloads from the shipper's premises to port of interchange after the shipper or his agent loads the container at origin. At destination inland carrier will deliver container shipments to **the consignee's premises at destination**, unloading is to be performed by the consignee or his agent.

2. Terminal Service: Cargo is to be delivered to Carrier's terminal break bulk to be loaded into containers by carrier at his expense. The carrier will transport the cargo to destination ports. At destination carrier will strip the container at his terminal and make the cargo available for pickup by consignee or his agent.

3. Container Yard Service: Cargo is to be delivered to carrier's terminal loaded in containers by the shipper or his agent. The carrier will transport the cargo in full container loads to destination container yard where he will make the loaded container load available to the consignee or his agent for unloading off the container yard premises.

4. Pier Service: The cargo is to be delivered break bulk to carrier's loading terminal at or1g1n ports to be loaded into containers at carrier expense or transported break bulk. At destination the carrier will unload the container at its ocean discharge terminal where he will deliver the cargo to the consignee or his agent break bulk. Intermodal service as provided in this part does does not apply to pier to pier service.

d. Intermodal Service to/from inland points: Carrier may **move cargo via a combination of services**, i.e. door/container yard service would provide pickup at shipper's premises at origin and delivery of cargo to carrier's inland container yard at destination. Where a commodity item does not specify a service, the rate provided applies to all combinations of services described above.

C. Rates, as published herein, are stated in terms of lawful United States currency.

D. Packages containing articles of more than one description shall be charged on the basis of the rate provided for the highest rated article contained therein

E. Rates, as provided, apply per ton of 1000 kilos (W) or per ton of one cubic meter (M) as specified by each item. Where WM is shown, the basis generating the greater revenue shall apply.

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

RULE: 2 APPLICATION OF RATES AND CHARGES
(Continued...

F. Description of commodities shall be uniform on all copies of the bill of lading and must be in conformity with the validated export/import documents covering the shipments. Shipper amendments of the description of the goods on the bill of lading will only be accepted if such amendments are in conformity with the relative validated export/import documentation. (See Rule 2 H)

G. Trade names are not acceptable commodity descriptions and shippers are required on the Bill of Lading to declare their commodities by their generally accepted generic or common name, but may in addition, include trade name applicable.

H. Customs and Consular Regulations:

Bills of lading presented for signature must be accompanied by the Shipper's Export Declaration or import documentation, in duplicate, as provided by the United States Treasury Department regulations.

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

I. Advertising matter describing the goods they accompany and shipped in the same package or container will be freighted at the same rate and on the same basis as the commodity they advertise. Such advertising matter shall not exceed five (5%) percent, either weight or measurement, of the commodity they accompany.

J. Rates Based on Cargo Value: (See Rule 12 for Ad Valorem Provisions)

Where in this tariff rates are graduated on the value of the commodity concerned, the following will apply:

1. Value for the purpose of this rule will be the F.A.S. **value; i.e., incorporating all cost and expenses of** and for the cargo up to delivery alongside the vessel at the loading port.

2. The above described value MUST be annotated on the ocean bill of lading and annotated "for rating purposes only, not for establishing a higher liability."

3. On carrier's request; a Shipper's Commercial Invoice must be produced at the loading port substantiating the value declared on the bill of lading.

4. Failure to produce a Shipper's Commercial Invoice indicating the value will result in the cargo being rated at the highest value level subject to adjustment at the port of destination on production of the Shipper's Commercial Invoice.

K. Unless otherwise specified, gross weight or cubic measurement will be used as the basis for determination of applicable rates.

L. Choice of Rates:

1. This tariff offers shippers a choice of freight rates dependent upon whether the shipment is made subject to bill of lading limit of value or a higher limit of value.

2. If the shipper elects to ship at a value in excess of the bill of lading limit of value, he shall declare the value in writing before delivery. The shipment is then subject to the provisions of Rule 12.

3. Should the shipper fail to declare valuation in excess of the bill of lading limit of value, in writing before delivery, such non-declaration shall constitute an election by the shipper to ship on the basis of the bill of lading limit of value and any liability of the carrier shall be computed on the basis of said limit of value in the manner provided in the bill of lading.

M. Cargo:

All freight rates shall be based on the actual overall measurement of each package or other freight unit, except as otherwise provided, with the understanding that fractional dimensions shall be disposed of in freighting cargo as follows:

1. All fractions under one-half (1/2) centimeter are dropped.

2. All fractions over one-half (1/2) centimeter are to be extended to the next full centimeter.

3. If a fraction of exactly one-half (1/2) centimeter occurs on one dimension it shall be extended to the next full centimeter.

4. In determining the cubic content of any irregular piece or package, the three greatest dimensions shall be measured.

5. In determining the cubic content of barrels, **casks, kegs or drums, the measurements are to be** taken on the square of the mean diameter.

6. In computing measurements to determine the rate to be applied where a weight rate is predicated on measurement per ton, the actual fractions will be used.

N. Weight Cargo:

Wherever freight charges are assessed on a weight basis, the freight will be computed on the gross weight of the individual shipment. No allowance shall be made for weight of the package or packaging.

Carrier or his agent shall have the option to weigh or reweigh on certified scales any cargo tendered for shipment. Any weight so ascertained by carrier or his agent shall be deemed paramount and shall govern the freighting of the cargo not withstanding any other weight, certified or otherwise, declared by merchant. Provided, however, that merchant may, upon reasonable

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

RULE: 2 APPLICATION OF RATES AND CHARGES
Continued...)

notice and at his expense, seek independent certification of the accuracy of any scales employed by carrier or his agent.

O. Packing:

1. Where a specific rate description includes packing requirements the rate will only apply when the commodity is tendered in the packing specified.

2. Where no package specifications are prescribed in the individual rate items, the articles or commodities will be accepted in any package which, in the judgment of the carrier or his agent, adequately protects the articles or commodities from any damage in ordinary handling, stowage, and movement of the cargo.

3. Any article which, by its very nature, may be shipped without boxing, crating or wrapping without danger by ordinary handling and stowage, will be considered as a "suitable package".

P. Marking:

1. Each single carton, package or other separate article MUST be plainly and durably marked with the names and address of the shipper and the name and address of the consignee except when containerized or as provided below.

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

Q. 1. On shipments originating at or destined to points beyond the ports named in Rule 1 of this tariff, the the carrier, at his option, may advance the cost of prior or subsequent carriage. These costs will be charged to the shipper or consignee plus a 3% administrative fee. In this instance, the carrier acts as agent for the shipper and carrier assumes liability only for the movement between the ports named on his bill of lading. To seek redress for loss or damage when occurring beyond the bill of lading ports, shipper must file directly with the inland **carrier.**

2. Carrier reserves the right to refuse to advance all or any of the charges referred to in this Rule, if in its judgment the shipment involved would not, at forced sale, realize the total amount of the advances and other charges on the Bill of Lading.

3. Communication Costs, such as telex and telephone, will be charged at cost.

R. All rates shown herein apply only on the commodities published in this tariff under the given commodity description and cannot be applied to analogous articles. When a commodity is not specifically provided for the generic N.O.S. or absent an intervening generic description, the Cargo N.O.S. rate will apply.

Unless otherwise provided in the individual tariff item, the rates provided herein also apply on the parts of the articles described in the tariff item, when so declared on the carrier's bill of lading, unless specific rates are provided for such parts.

Where in this tariff a commodity description applies to multiple commodities, either by an inclusion (Viz:) list or the words "and/or" or "and", the underlying commodity rates shall apply to the commodities singly or in combination jointly or severally, except that when a specific description applies to an entry singly, the specific entry shall take precedence over the inclusive description.

S. Per case rates named in this Tariff apply only on commodities packed in their original container, legibly marked as to content and which are not further encased or over packed.

T. EQUIPMENT SUBSTITUTION

When shipper requests Carrier to provide a 20 ft. container for loading and a 20 ft. container is not available, Carrier may at its option provide a 40 ft. container and move the shipment at the 20 ft. rate, provided that the actual cargo load does not exceed the weight or measurement factor accommodated by a 20 ft. container.

U. Pickup and Loading Service:

1. Door rates named in this tariff include, as to each shipment, one pickup at all points within the limits of the cities, towns, villages, and other points from which rates apply.

2. The term "Pickup" means the service performed by the Carrier or its agent in calling for freight loaded in a container from a platform, doorway, or shipping room directly accessible to highway vehicle of the Carrier or its agent at a warehouse, factory, store, place of business, or private residence. (See Paragraph 3).

3. Except as otherwise provided herein, the complete loading service of the shipment including the count thereof must be performed by the consignor/shipper at **his expense, without any assistance from the carrier.**

4. The complete loading service means that the consignor/shipper must place, block and secure the shipment in the position in which it is to be transported in or on the container or trailer.

5. Loading services beyond what is stated above are to to be arranged between the consignor/shipper and carrier.

V. Shipper's Load and Count:

1. When containers are packed and sealed by shipper, the carrier or his authorized agent will accept same as "Shipper's Load and Count" and the bill of lading shall be so claused.

2. Shipper must furnish carrier with a list of contents showing descriptions of the goods and the

gross weight of the contents of the container, together with weight and cubic measurement of each piece therein. Carrier reserves the right to open and inspect the contents of a container and so indicates on the bill of lading.

3. No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container. Any charges incurred in rehandling cargo to meet maximum weight carrying capacity will be for the account of cargo.

4. Carrier will not be directly or indirectly responsible for:

   a. Damage resulting from improper packing, bracing, securing or mixing of cargo within the container or shipper's use of unsuitable or inadequate protective and securing materials.

   b. Any discrepancy in count or concealed damage.

5. Shipments destined to more than one (1) point of destination may not be packed by shipper into the **same container unless prior permission has been** granted by carrier in writing.

6. Unless the shipper specifies exclusive use of a container, the carrier reserves the right to pack cargo into any unused container space.

W. Shipper Loaded Containers - Minimum Freight:

1. When a container is loaded by the shipper or his authorized representative and delivered to ocean carrier's CY, freight charges shall be calculated at the applicable weight/measure rate subject to the minimum as set forth below. When a shipper loads or partly loads only one container, the minimum rule as set forth below will apply. (The minimum set forth below will apply only when the container has been loaded by the shipper or his authorized representative for the shipper's exclusive use.)

2. In the case of a container loaded with a single commodity rated on a measurement basis, the minimum shall be calculated at 70 percent of the cubic capacity of the containers, except where weight capacity of container has been fully utilized or except where the cubic capacity of the container has been utilized to the extent that no additional packages will physically fit in the container.

3. In the case of container loaded with a single commodity rated on a weight basis, the minimum shall be calculated at 70 percent of the total weight capacity of the container, except where the cubic capacity of the container has been fully utilized.

4. When the contents of a container consists of more than one commodity, freight charges shall be calculated at the rate applicable on each commodity therein and provided that the total aggregate equals:

   On a measurement basis at least 70 percent of the inside cubic capacity of the container OR On a weight basis at least 70 percent of the weight capacity of the container regardless of whether the commodities are rated on weight or measurement basis; however, if the total measurement and weight is less than the above stated minimum, freight shall be assessed on the lower deficiency at the rate applicable to the highest rated commodity.

5. However, if the measurement ton total and the weight ton total are less than the applicable minimum, additional freight charges shall be assessed on the smaller tonnage deficiency at the rate applicable to the highest rated commodity of that deficiency. If all the contents of a container are rated on a basis, either weight or measurement, other than that of the small tonnage deficiency, the highest rate shall nevertheless be applicable to the smaller deficiency.

X. Insurance:

Rates named in this Tariff do not include **marine insurance. However, as an accommodation to** shipper, and upon shipper's written request, carrier will place marine insurance and war risk insurance under its existing insurance facilities at current rates. Cost of insurance will be for account of the shipper.

Y. Limitation of Services:

1. The carrier is not obligated under this tariff to transport property for which suitable equipment is not available, nor will transportation be performed under impractical or unsafe circumstances in the judgment of the carrier.

2. Nothing in this tariff shall be construed as to create any obligation for the carrier **to institute or maintain any services from or to** any place named herein, and all rates, rules and regulations will apply only when services so mentioned are operating.

Z. Prohibited or Restricted Articles:

Unless otherwise provided herein, the following articles will not be accepted for transportation under this tariff:

1. Freight, loose or in bulk (unpackaged), except when prior arrangements have been concluded with **carrier.**

2. Freight which because of its inherent vice is likely to contaminate or otherwise damage containers or other cargo.

3. Live Animals or fowl, or birds, domestic or wild; except as otherwise provided.

4. All goods, including letters, parcels, packages or pieces with or without postage affixed, which prior to receipt by carrier have been received by and entered into any U.S. Post Office.

5. Bank bills, coin or currency, deeds, drafts, notes

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

RULE: 2 APPLICATION OF RATES AND CHARGES

(Continued...)

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

6. Human Remains

7. Radioactive Materials

8. Explosives, Ammunition and Fireworks

9. Fruit or Vegetables, Fresh

10. Meat or Poultry, Fresh

11. Live Plants, Nursery Stock, Bushes or Tree

End of Rule Text

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

RULE: **2 1** Effective: 23Jun2016
(I)(R)

1. Equipment Interchange Agreements which do not affect

EXEMPT CARGO AND SERVICES

SUB-RULE 001 - EXEMPT CARGO AND SERVICES

A. Exempt Cargo
The following types of cargo are not subject to the tariff publishing requirements of 46 CFR 520:
1. Bulk Cargo - see definition herein
2. Forestry Products - see definition herein
3. Recycled Metal Scrap
4. Motor Vehicles, New Assembled
5. Waste, Paper and Paper Product
6. Mail
7. Household Goods, Used Military
8. Household Goods, Used General Services Administration
9. Department of Defense Cargo

B. Exempt Services
tariff rates, charges and practices
2. terminal barge operators in Pacific Slope states
3. services between foreign countries
4. Canadian cargo moving through U.S. ports in bond
S. U.S. cargo loaded aboard vessel at foreign ports, i.e. Mexican or Canadian ports

C. The above cargo and services are exempt from the tariff publication requirements of 46 CFR 520 and normally carrier will not publish rates, rules or provisions for them in this tariff. When carrier elects to publish rates or rules in this tariff regarding these services and cargoes, it will adhere to the tariff publishing requirements cited above.

End of Rule Text

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

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OVERWEIGHT CONTAINERS

SUB-RULE 002 - OVERWEIGHT CONTAINERS

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

A. Shipper shall not tender, and carrier may refuse, a container loaded by a shipper or its agent with a total gross weight in excess of the maximum gross weight capacity stated on the container.

Any expense involved with carrier's refusal or handling of such containers, including but not limited to demurrage, detention, storage, handling, inland transportation, loading, unloading 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.

B. It is the responsibility of the shipper to insure that any container tendered by it to the 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 in this tariff.

C. If for any reason a container exceeding the maximum weights set forth above has been loaded aboard 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 the expense and responsibility of the shipper, consignee and cargo owner, may take the following steps:

1. 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 unloaded, segregated, reloaded, etc.
2. 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.
3. 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. $1S0.00 in addition to all other freight, costs and expenses set forth herein.

D. 1. 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:

a. Personal 1nJuries 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 specification and standards in this tariff, a defect in any container or other equipment, failure by shipper, consignee or 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.

b. Any fine, penalty, cost (including attorney's fee), bond, interest or other sanction imposed upon carrier, its agents or participating motor carrier for violation of any applicable laws, regulations and ordinances, including without limitation over-the-road weight limitation 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 relation 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.

c. Liability for violation of the Intermodal Safe Container Transportation 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 1. and 2. 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, or pursuant to any state law implementing or addressing the same subject matter as this Act.

This Act requires that any person tendering for intermodal transportation a loaded container or trailer with a gross cargo weight over 29,000 lbs. 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.

d. Any charges incurred in re-handling cargo to correct any defect or failure described in subparagraphs 1. and 2. above shall be for the joint and several account of the shipper, consignee and cargo owner.

2. 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, bond, interest or other sanction described in subparagraph 1. above to indemnify and hold harmless carrier from any such loss, damage, penalty, fine, cost, bond, interest or other sanction and from the cost of defending claims, suits or assessments against

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

RULE: 2 2 OVERWEIGHT CONTAINERS
Continued...

carrier, its agents or participating motor carriers, including without limitation reasonable attorney's fees.

E. The carrier may refuse to release a container or trailer to a consignee until all fines, penalties, costs, bond, interest and other sanctions have been satisfied or the

F. The weight limits set forth in this rule shall supersede any different rating method shown in this tariff.

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

carrier has been reimbursed for payment of same.

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

RULE: 2 3 Effective: 23Jun2016
(I)(R)

INSPECTION OF CARGO IN CONTAINERS

SUB-RULE 003 - INSPECTION OF CARGO IN CONTAINERS

A. 1. The carrier reserves the right to open, inspect, and to have a Sworn Measurer verify the contents of a container with respect to description, weight and/or measurement so indicated on the bill of lading and reseal it with carrier's seal.

Paragraph 3 of this rule that shipper makes a further shipment or shipments which upon inspection are found by the Sworn Measurer to involve discrepancies exceeding five percent of the correct freight, such shipper shall be subject to the requirements of Paragraph 3 of this rule on the basis of an additional six month period for each such shipment, such additional six month period to run consecutively.

2. A shipper of any shipment whose cargo upon inspection is found by the Sworn Measurer not to have been correctly described, weighed and/or measured shall be rebilled for any freight due, based upon the Sworn Measurer's Certificate. If the shipper fails to pay the additional freight due within thirty days after receipt of the notice of such rebilling issued by the carrier, he will be required at his expense to submit to the carrier a Sworn Measurer Certificate covering each and every shipment which he makes from that date on, until he has paid the additional freight due.

3. If the additional freight due exceeds five percent of the correct freight based upon the Sworn Measurer Certificate, the shipper, in addition to the requirements of Paragraph 2 of this rule, will be required at his expense to submit to the carrier a Sworn Measurer Certificate covering each and every shipment which he makes during the six month period following receipt of the notice of such discrepancy issued by the carrier.

4. If subsequent to a shipment on which the shipper received the notice of discrepancy specified in

5. For the purpose of this rule the term Sworn Measurer shall extend only to those sworn measurers which have been duly appointed as such by this carrier.

6. The carrier shall not release the originals or copies of any bill of lading to any shipper or his agents until the Sworn Measurer's Certificates required under Paragraphs 2, 3 and 4 of this rule have been received by the carrier from the shipper or his agents.

B. When cargo in containers is required to undergo inspection by U.S.Customs, Agriculture, Food and Drug, or other such duly authorized government agencies, such inspections shall be at the risk and expense of the cargo, and all expenses paid by or billed through the carrier for these inspections shall be charged to the cargo, including the transporting of the container from CY to CFS if required, stripping and reloading the cargo from and to the container, and returning the container from CFS to CY if required.

End of Rule Text

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

RULE: 2 4 Effective: 29Aug2021
(C)

PIER PASS FEE

Unless otherwise specified, all eastbound and westbound cargo moving via ports of Long Beach and Los Angeles shall be subject to a Pier Pass Surcharge as follows:

$ 4.00 per W/M
$ 34.21 per 20' CONTAINER
$ 68.42 per ALL OTHER FCL
========== End of Rule Text

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

RULE: 3 Effective: 23Jun2016
(I)(R)

EFFECTIVE DATE OF RATES

RULE 3 - EFFECTIVE DATE OF RATES

The tariff rates, rules and charges applicable to a given shipment shall be those published and in effect on the date the cargo is received by the common carrier or its agent (including originating carriers for rates for through transportation). In the case of "part shipments" receipt shall not be considered effected until all parcels for a single bill of lading is received.

End of Rule Text

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

RULE: 4 Effective: 23Jun2016
(I)(R)

HEAVY LIFT CHARGES

RULE 4 - HEAVY LIFT CHARGES

This tariff contains no Heavy Lift Charges. Carrier will not accept articles for transportation, which, in its judgment, cannot be safely stowed wholly within the trailer or container's dimensions because of their weight or bulk, unless otherwise provided.

End of Rule Text

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

RULE: 5 Effective: 23Jun2016
(I)(R)

EXTRA LENGTH CHARGES

RULE 5 - EXTRA LENGTH CHARGES

This tariff contains no Extra Length Charges. Carrier will not accept articles for transportation, which, in Carrier's judgment, cannot be safely stowed wholly within the trailer or container's dimensions because of its length or bulk, unless otherwise provided.

End of Rule Text

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

RULE: 6 Effective: 23Jun2016
(R)

MINIMUM BILL OF LADING CHARGE

RULE 6 - MINIMUM BILL OF LADING CHARGE

Except as otherwise specifically provided herein, the minimum charge for a single shipment from one shipper to one consignee shall be $65.00, including ocean freight and all additional charges.

End of Rule Text

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

RULE: 7 Effective: 23Jun2016
(I)(R)

PAYMENT OF FREIGHT CHARGES

RULE 7 - PAYMENT OF FREIGHT CHARGES

Except as may be provided elsewhere in this tariff, the following rules on the payment of freight and charges shall apply:

A. For the purpose of this rule, the term freight when used in this rule shall refer to commodity freight rates and all other charges and accessorials set forth in the commodity items or rules of this tariff.

B. Except as otherwise provided in this rule, freight and charges shall be prepaid not later than the time of release of any original Bill of Lading by the carrier to the shipper or his duly authorized licensed freight forwarder or agent acting in his behalf.

C. When freight and charges are prepaid, carrier must receive payment of freight in U.S. Dollars or other convertible currency based on the highest (numerical) telegraphic transfer selling rate of exchange (TTS) for U.S. Dollars as quoted by the official foreign exchange bank on:

1. Intermodal Cargo: (as defined in Rule 2) references. At the time of release of the bill of lading, the carrier must have given prior approval of credit privileges for the shipper which has not been suspended. Carrier does not require that a credit agreement be signed by the shipper or consignee.

1. The shipper's credit approval shall remain in effect from the date of written notice by the carrier unless terminated by written notice from carrier to other parties or by suspension for failure to comply with the terms of this Rule, or Carrier's Bill of Lading.

2. When carrier releases prepaid bills of lading under the terms of the shipper's credit approval to a shipper or his authorized representative, he may require the shipper or his authorized representative to acknowledge the receipt of the bill of lading in writing. In all cases the shipper shall be responsible for payment when a bill of lading is released to the shipper's freight forwarder or agent acting in his behalf.

3. It is the responsibility of the carrier to take prompt measures to collect freight and charges unpaid after the fifteen (15) days credit period specified in this rule. Carrier will notify the shipper and/or the forwarder who fails to pay

The day before receipt of full bill of Lading quantity of cargo at carrier's designated terminal when "received" bills of lading, without "on board" date notation, are first issued.

2. All Water Cargo:
The day before vessel's arrival when "Shipped on Board" Bills of Lading are issued.

D. Cargo on which no release of original Bill of Lading has been made by the carrier to the shipper or his agent prior to the cargo's arrival at the bill of lading destination will be held by the carrier at the bill of lading destination until all freight and charges are paid or the original bill of lading has been released to a shipper with a credit approval from the carrier.

E. Extension of Credit:

Carrier may extend credit to a shipper designated on the bill of lading for freight and/or charges to be paid at origin for a period not to exceed fifteen (15) calendar days inclusive of Saturdays, Sundays, and legal holidays, after the date of receipt of cargoes at the respective place of receipt by the carrier. Carrier will extend credit to shippers having six months satisfactory payment experience with the carrier and can furnish three satisfactory credit freight and charges within the fifteen (15) day period provided herein, that no further credit shall be extended by the carrier to the shipper concerned and the privilege of credit shall not be restored until all freight monies and charges, due and owing the carrier by the shipper for a period longer than the fifteen (15) day period hereinabove provided, shall have been paid.

F. When freight and charges are "Collect":

Prior to release of cargo at destination, carrier must receive payment of freight in U.S. Dollars or other convertible currency based on the highest (numerical) Telegraphic Transfer Selling rate of exchange (TTS) for U.S. Dollars as quoted by the official foreign exchange bank on the day before receipt of such payment.

G. Methods of Payment:

Payment for freight and/or other charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft.

End of Rule Text

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

RULE: 8 Effective: 23Jun2016
(I)(R)

BILL OF LADING

RULE 8 - BILL OF LADING

The specimen of bill of Lading terms are provided in this rule and is an integral part of Carrier's tariff filed with the Federal Maritime Commission.

COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only. Those provisions constitute a contract between Merchant and Carrier.

A. CLAUSE PARAMOUNT:

All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "COGSA"). All carriage to and from other states shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provision of applicable law as set forth above shall apply

"Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

"Goods" means the cargo described on the face of this Bill of Lading and, if the cargo is packed into containers(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well.

C. SUBCONTRACTING

Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every servant, agent, subcontractor (including sub-subcontractors) or other person whose services have been used to perform this contract shall be entitled to the rights, exemptions from, or limitations of, liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants, agents, subcontractors, or other persons who shall be deemed to be parties of this contract.

D. ROUTE OF TRANSPORT

Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust

to carriage of goods by inland waterways and reference to carriage by sea in such rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the carrier.

B. DEFINITIONS

"Ship" means the vessel named in this Bill of Lading, or any conveyance owned, chartered, towed or operated by Carrier or used by Carrier for the performance of this contract.

"Carrier means BLUE POINT LINE LIMITED LIABILITY COMPANY, on whose behalf this Bill of Lading has been signed.

"Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons.

"Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading.

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

navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

E. HINDRANCES AFFECTING PERFORMANCE:

Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.

If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract. Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe any convenient, or (b) deliver the goods at the place of delivery.

In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

If, after storage, discharge, or any actions according to sub-part 5.2 above Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of

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

RULE: 8 BILL OF LADING
(Continued..)

Merchant without any liability whatsoever in respect of such agency.

Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract or carriage and shall not be a deviation.

F. BASIC LIABILITY

Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.

If it is established that the loss or damage to the goods occurred during sea carriage or during carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Section 6.2 above.

When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid.

The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

G. COMPENSATION FOR LOSS AND DAMAGE

Unless otherwise mandated by compulsorily applicable law or the provisions of Article 6.3, Carrier's liability for compensation for loss of or damage to goods shall in no case exceed the amount of US $500.00 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the goods in the space provided on front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted per rata on the basis of such declared value. Where a container is stuffed by Shipper or its behalf, and the container is sealed when received by Carrier for shipment. Carrier's liability will be limited to US $500.00 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher evaluation is declared by the Shipper is based on a value of US $500.00 per container. However, Carrier shall not, in any case, be liable for an

Carrier does not undertake that the goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

Carrier shall not be liable for any loss or damage arising from:

an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge,

compliance with the instructions of any person authorized to give them,

handling, loading, stowage, or unloading of the goods by or on behalf of Merchant,

inherent vice of the goods or concealed damage to shortage of goods packed by Merchant,

lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed,

insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads,

fire, unless caused by actual fault or privity of Carrier,

any cause or event which Carrier could not avoid and the consequence of which he could not prevent by the exercise of due diligence.

amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 7.1 above compensation shall be calculated by reference to the value of the goods according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

If the value of the goods is less than US$500.00 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

Carrier shall not be liable to any extent for any loss or **damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable, instruments, securities, writings, documents, works of art, curios,** heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant.

Before receipt of the goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

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

RULE: 8 BILL OF LADING
(Continued...

H. DESCRIPTION OF GOODS AND INFORMATION FOR U.S. CUSTOMS

Carrier is responsible for transmitting information to U.S. Customs and Border Protection prior to lading of the Goods including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's representative's complete name and address, hazardous materials codes, and container seal **numbers. For this, and other purposes, Carrier relies on** information provided by Merchant in a timely fashion. Merchant warrants to Carrier that all particulars of the goods including without limitation the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee and hazardous materials codes furnished by Merchant are correct and Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from any inaccuracy.

I. CARRIER'S CONTAINERS

If goods are not received by Carrier already in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

J. CONTAINER PACKED BY MERCHANT

If Carrier receives the goods already packed into **containers:**

This Bill of Lading is prima face evidence of the receipt of the particular number of containers set forth, and

the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

If the goods subsequently, in the judgement of Carrier, become a danger to Carrier, the Ship, or other cargo. Carrier may dispose of the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss **or expenses arising from such action.**

L. DECK CARGO

Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and goods so carried shall continue under deck stowage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's **unseaworthiness.**

M. HEAVY LIFT

Single packages with a weight exceeding 2,240 pound gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the

that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the **containers;**

Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty;

Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the **seals intact, and**

Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and

Merchant shall inspect containers, before stuffing them and the use of the containers shall be prima face evidence of their being sound and suitable for use.

K. DANGEROUS GOODS

Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the goods with reasonable specificity as well as the names and addresses of the shippers and consignees.

Merchant shall distinctly and permanently mark the nature of goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

Merchant agrees to comply with all laws or regulations concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.

N. DELIVERY

Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the **goods, or in any manner or to any other person in accordance** with the custom and usage of the port of discharge or place of delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or abandoned at Carrier's option, and may be disposed of or stored at Merchants expense.

0. NOTICE OF CLAIM

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

RULE: 8 BILL OF LADING
(Continued..)

Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the goods by anyone entitled to delivery. If such notice is not provided, removal shall be prima face evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery.

P. FREIGHT AND CHARGES

Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the container or package and examine the contents weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure, and or value of the goods, Merchant shall be liable for and bound to pay Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (b) expenses incurred in determining the correct details, plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed n Carrier's tariff.

Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is intended to be prepaid or collected at destination. Payment this bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

R. LIEN

Carrier shall have a general lien on any and all property (and documents relating thereof) of Merchant in its **possession, custody or control or en route, for all claims** for charges, expenses or advance incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, the goods, wares and or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net process of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted toy Merchant, and Merchant shall be liable for any deficiency in the sale.

S. TIME BAR

Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year after delivery of the goods of the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 36 months.

T. JURISDICTION

The courts of the State of Texas shall have exclusive jurisdiction over any dispute arising from the carriage evidenced by this Bill of Lading. Merchant and Carrier each

shall be in full and in cash without any offset, counterclaim, or deduction in the currency named in the Bill of Lading, or another currency at Carrier options. Interest at 1% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods.

Merchant shall be liable for dues, fees, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government. Merchant shall be liable for all demurrage or detention charges imposed on the goods or their containers by third parties.

The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of hereby agree to the personal jurisdiction of the forum having jurisdiction over their disputes under this clause. Except as otherwise provided in this Bill of Lading, the laws of the State of Texas shall apply.

U. GENERAL AVERAGE

General Average shall be adjusted at **New** York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier.

In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salving vessel is owned or operated by Carrier, salvage shall be paid for us as fully as if they salving vessel belonged to strangers.

V. BOTH-TO-BLAME COLLISION CLAUSE

If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence

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

RULE: 8 BILL OF LADING
(Continued...)

or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners. Insofar as such loss or liability represents loss of or damage to or any claim whatsoever of Merchant paid or payble by the other or non-carrying vessel or her owners to to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

W. CARRIERS' TARIFFS

The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carrier's tariffs may be obtained from Carrier or its agents or from Carrier's web-site, the address of which is set forth on the U.S. Federal Maritime Commission's web-site at www.fmc.gov.

X. PERISHABLE CARGO

Goods of a perishable nature shall be carried in ordinary containers without special protection services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or container provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

Merchant undertakes not to tender for transportation any goods that require refrigeration without given written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the goods by Carrier.

Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.

If the above requirements are not compiled with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

Y. SEVERABILITY

The terms of this Bill of Lading shall be severable, and, if any part or terms hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part of term hereof.

Z. VARIATION OF THE CONTRACT

No servant or agent shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.

End of Rule Text

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

RULE: 9 Effective: 23Jun2016
(I)(R)

OCEAN TRANSPORTATION INTERMEDIARY (FORWARDER) COMPENSATION

RULE 9 - OCEAN TRANSPORTATION INTERMEDIARY (FREIGHT FORWARDER) COMPENSATION

A. INBOUND

NOT APPLICABLE

B. OUTBOUND

1. Compensation will be paid to a licensed Ocean Transportation Intermediary acting as a freight forwarder on the ocean segment of the transportation only to the extent of the value of services rendered in connection with any shipment dispatched on behalf of others. Compensation will be paid when, and only when, such forwarder is licensed with the Federal Maritime Commission under the Ocean Shipping Reform Act, 1998 and 46 CFR 515, and has performed with respect to such shipment the solicitation and securing of the cargo and the booking thereof, or otherwise has arranged for space for such cargo and hasperformed at least two of the following services:

   a. The coordination of the movement of the cargo.

   b. The preparation and processing of the ocean bill of lading.

   c. The preparation and processing of dock receipts and delivery orders.

   d. The preparation and processing consular documents and export declarations; and

   e. The payment of ocean freight charges on such shipments.

2. Rates on Compensation:

   a. Such compensation shall be based on a percentage of the tariff rate per shipping unit for the commodity involved.

   b. The applicable percentage of the ocean freight tariff rate shall be 5%.

3. Compensation will not be paid on the following:

   a. Advance Charges

   b. Bunker, Currency, Congestion and War Risk Surcharges

   c. Cargo exempt from tariff regulations under the the Shipping Act, 1984, as amended by the Ocean Shipping Reform Act of 1998.

End of Rule Text

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

RULE: 10 Effective: 02Aug2021
(C)

SURCHARGES AND ARBITRARIES

Please refer to the following sub-rules.
End of Rule Text

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RULE: 10 1 Effective: 23Jun2016
(I)(R)

BUNKER SURCHARGE

SUB-RULE 001 - BUNKER SURCHARGE

None currently in effect

End of Rule Text

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RULE: 10 2 Effective: 23Jun2016
(I)(R)

CURRENCY SURCHARGE

SUB-RULE 002 - CURRENCY SURCHARGE

None currently in effect

End of Rule Text

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

RULE: 10 3 Effective: 23Jun2016
(I)(R)

PORT ARBITRARIES

SUB-RULE 003 - PORT ARBITRARIES

None currently in effect

End of Rule Text

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

RULE: 10 4 Effective: 01Sep2021
(C)

PORT CONGESTION SURCHARGE

A Port Congestion Surcharge will be assessed on all shipments discharging at U.S. ports that are congested.

$ 800.00 per 20' container
$ 1000.00 per 40' container
$ 1100.00 per 40'HC container
$ 1266.00 per 45' container
========== End of Rule Text

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

RULE: 11 Effective: 23Jun2016
(I)(R)

MINIMUM QUANTITY RATES

RULE 11 - MINIMUM QUANTITY RATES

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

End of Rule Text

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

RULE: 12 Effective: 23Jun2016
(I)(R)

AD VALOREM RATES

RULE 12 - AD VALOREM RATES

A. The liability of the carrier, as to the value of shipment at the rates provided herein shall be determined in accordance with the clauses of the carrier's regular bill of lading.

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 on 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, the ad valorem rate, unless specifically provided against the TRI, shall be six (6%) percent of the value declared in excess of the said bill of lading limit of value and is in addition to the base rate.

End of Rule Text

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

RULE: 13 Effective: 23Jun2016
(I)(R)

TRANSSHIPMENT SERVICE

RULE 13 - TRANSSHIPMENT SERVICE

NOT APPLICABLE

End of Rule Text

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

RULE: 14 Effective: 23Jun2016
(I)(**R**)

NON-VESSEL OPERATOR CO-LOADING PROVISIONS

RULE **14** - NON-VESSEL OPERATOR CO-LOADING PROVISIONS

A. Notice is hereby given that the Carrier may move cargo with other NVOCC's by co-loading of freight under a Carrier to Carrier agreement. The Carrier reaffirms that the conditions on it's bill of lading are the governing terms for carriage of cargo and that the it is responsible for paying any charges for the transportation of cargo tendered to it by shippers.

Notice is hereby given that the Carrier may move cargo with other NVOCC's by co-loading of freight under a carrier to shipper arrangement. Carrier shall deliver the cargo to the receiving NVOCC's terminal for consolidation and transportation to destination port or point and ultimate delivery. In case of such co-loading the Carrier will annotate the face of its bill of lading with the name of the receiving NVOCC. The Carrier reaffirms that the conditions of it's bill of lading are the governing terms for carriage of cargo and that the carrier is responsible for paying any charges for the transportation of cargo tendered to it.

B. The Carrier will not offer exclusive co-loading rates for other NVOCC's tendering cargo as a shipper. Such cargo will be rated and carried under tariff provisions available to all shippers.

C. Where the carrier is the tendering NVOCC, carrier shall be responsible to the receiving NVOCC for a payment of any charges for the transportation of cargo.

End of Rule Text

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

RULE: 15 Effective: 23Jun2016
(I)(R)

OPEN RATES

RULE 15 - OPEN RATES

NOT APPLICABLE

End of Rule Text

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

RULE: 16 Effective: 23Jun2016
(I)(R)

HAZARDOUS AND DANGEROUS CARGO

RULE 16 - HAZARDOUS AND DANGEROUS CARGO

A. A substance or material which has been determined to be capable of posing an unreasonable risk to health, safety and/or property when transported in commerce and which has been so designated by U.S. Dept. of Transportation (DOT) or Intergovernmental Maritime Consultative Organization (IMCO).

B. The transportation of hazardous materials and dangerous goods will be governed by BOTH the United States Code of Federal Regulations, Titles 46 and 49 and the International Maritime Dangerous Goods (IMDG) as implemented and published by the Intergovernmental Maritime Consultative Organization. The provisions of this rule will not prevent compliance with local ordinances or fire regulations.

C. Hazardous materials and dangerous goods as defined in this rule will be subject to carrier's option or acceptance and to special booking arrangements with **carrier**.

D. In the event governmental or port authorities require special handling and/or storage of hazardous materials and dangerous goods, the carrier may take any steps required by such authority and all additional expenses shall be for the account of the cargo.

E. In the absence of specific provisions in this tariff all commodities designated, either specifically by name or qualified by reason of characteristics or properties, as hazardous materials or dangerous goods, as prescribed in the United States Code of Federal Regulations or the International Maritime Dangerous Goods Code (IMDG), as implemented, shall be considered as hazardous materials and dangerous goods and rated accordingly.

F. Shippers or their agents, of hazardous materials and dangerous goods MUST inform the carrier of the true character of such cargo as provided herein.

G. Hazardous Cargo Charge:

None currently in effect.

End of Rule Text

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

RULE: 17 Effective: 23Jun2016
(I)(R)

GREEN SALTED HIDES

RULE **17** - GREEN SALTED HIDES

A. The shipping weight for purposes of assessing transportation charges on green salted hides shall be the scale weight.

B. The shipper must furnish the common carrier a weighing certificate or dock receipt showing receipt weight from an inland common carrier for each shipment of green salted hides at or before the time the shipment is tendered for ocean shipment.

C. For purchase lots which are split by the shipper after purchase into two or more shipments, a weighing certificate covering the entire purchase lot may be provided, and the shipping weight shall be determined from a computation of the average weight of the hides in said purchase lot.

End of Rule Text

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

RULE: 18 Effective: 23Jun2016
(I)(R)

RETURNED CARGO

RULE **18** - RETURNED CARGO

A. The return shipment of refused damaged or rejected shipments or exhibits at trade fairs, shows or expositions, to the port of origin will be assessed the tariff rate on the original movement, when such rate is lower than the prevailing rate.

B. The return of shipment(s) must be accomplished within six months, except exhibits which must be returned within one year.

C. The return movement must be made via carrier's service on the original movement.

D. A copy of the original bill of lading showing the rate assessed must be surrendered to the carrier.

End of Rule Text

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

RULE: 19 Effective: 28Apr2025
(C)

SHIPPERS' REQUESTS AND COMPLAINTS

RULE 19 - SHIPPERS' REQUESTS IN FOREIGN COMMERCE

A. Shippers requests and complaints must be submitted in writing to the address below.

BLUE POINT LINE LIMITED LIABILITY COMPANY
18744 KENSWICK DR
HUMBLE, TX 77338
TEL: 281-713-9411

8. Requests for rate modifications should contain the information shown below.

1. Commodity: Common Description & Trade Name, if any:

2. Harmonized Code No. Point of Origin

3. State if Hazardous or Inflammable Shipping Label as provided for in Code of Federal Regulation, Title 46-Shipping (or IMCO No.)

4. Uses of Commodity

5. Form of Commodity: Flake, Granulated, Liquid, Paste, Powdered or Solid

6. Packaging (outer packing): Bag, Bale, Barrel, Box, Carton, Crate

7. Package Dimensions, in feet and inches:
Length Width Height Cubic Meters

8. Package Gross Weight Kilos/Cubic Meters per 1000 Kilos

9. F.A.S. Value per Kilo per 1000k. per pkg.

10. Port of Loading Port of Discharge

11. Present Rate Rate Requested

12. Is movement Continuous, Seasonal, Sporadic

13. Volume of Present Movement In Metric Tons

14. Anticipated Volume

15. Application submitted by:
Address

Telephone: Fax:
E-Mail

End of Rule Text

RULE: 20 Effective: 23Jun2016
(I)(R)

OVERCHARGE CLAIMS

RULE 20 - OVERCHARGE CLAIMS

A. All billed charges, whether prepaid or collect, are subject to correction if the description furnished by the shipper is found to be in error, or if the weights **or measurements are found to be incorrect, or if the** tariff rates, rules or regulations have been incorrectly applied.

B. Claims for refunds of excess freight charges due to error in weights or measurements will be allowed only when presence of error has been verified as indicated below and only when the original freight bill is submitted. When for any reason claimant cannot provide the original freight bill (not photostats), a bond of indemnity must be submitted in lieu thereof.

1. Measurements:
   a. Obvious error in calculation by the carrier.
   b. By remeasurement at port of loading or discharge by the carrier.
   c. By joint measurement at port of discharge by carrier's agent and consignee of shipment.
   d. By remeasurement by a Marine Surveyor when requested by carrier's agent.

2. Weights:
   a. By production of invoice or packing list certified by the supplier
   b. By production of public weigher's certificate.

Remeasurement or reweighing fees, cable expenses, and any other incidental charges are, in all cases, to be sustained by the party at fault or by the claimant if no error is found.

C. Claims for adjustment of freight charges, if based on alleged error in weight, measurement or description must be presented in writing to the carrier and must be supported by an invoice or packing list certified by the supplier, a public weigher's certificate and the freight bill.

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 the Shipping Act, 1984. Such claims must be filed within three years of the date the cause of action **occurs.**

E. Claims for freight rate adjustments filed in writing shall be acknowledged by the carrier within twenty days of receipt by written notice to the claimant of the tariff provisions actually applied and claimant's rights under the Shipping Act, 1984.

End of Rule Text

RULE: 21 Effective: 23Jun2016
(I)(R)

CARRIER EQUIPMENT - INTERCHANGE AGREEMENTS AND DETENTION

RULE 21 - CARRIER EQUIPMENT - INTERCHANGE AGREEMENTS AND DETENTION

Carrier provides no equipment of its own. Should shipper or consignee request the use of underlying carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying vessel operating common carrier shall be for the account of the cargo.

End of Rule Text

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

RULE: 22 Effective: 23Jun2016
(I)(R)

PROJECT RATES

RULE 22 - PROJECT RATES

SUB-RULE 001 - THERE ARE CURRENTLY NO PROJECT RATES

End of Rule Text

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

RULE: 23 Effective: 23Jun2016
(I)(R)

CARRIER TERMINAL RULES AND CHARGES

SUB-RULE 003 - FREE TIME AND DEMURRAGE AT ORIGIN TERMINAL
SUB-RULE 004 - FREE TIME AND DEMURRAGE AT DESTINATION

RULE 23 - CARRIER TERMINAL RULES AND CHARGES

SUB-RULE 001 - TERMINAL RECEIVING CHARGES AT ORIGIN
SUB-RULE 002 - TERMINAL DELIVERY CHARGES AT DESTINATION

End of Rule Text

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RULE: 23 1 Effective: 23Jun2016
(I)(R)

TERMINAL RECEIVING CHARGE AT ORIGIN

SUB-RULE 001 - TERMINAL RECEIVING CHARGE AT ORIGIN

None currently in effect

End of Rule Text

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RULE: 23 2 Effective: 23Jun2016
(I)(R)

TERMINAL DELIVERY CHARGE AT DESTINATION

SUB-RULE 002 - TERMINAL DELIVERY CHARGE AT DESTINATION

None currently in effect

---------- End of Rule Text----------

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

RULE: 23 3 Effective: 23Jun2016
(I)(R)

FREE TIME AND DEMURRAGE AT ORIGIN TERMINAL

SUB-RULE 003 - FREE TIME AND DEMMURAGE AT ORIGIN TERMINAL

Should shipper's delivery of cargo to the origin terminal exceed the freetime allowed before loading, any demurrage charges assessed against the shipment by the terminal operator shall be for the account of the cargo.

End of Rule Text

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

RULE: 23 4 Effective: 23Jun2016
(I)(R)

FREE TIME AND DEMMURAGE AT DESTINATION TERMINAL

SUB-RULE 004 - FREE TIME AND DEMMURAGE AT DESTINATION TERMINAL

Should consignee fail to claim the cargo to the destination terminal within the freetime allowed after discharge, any demurrage charges assessed against the shipment by the terminal operator shall be for the account of the cargo.

End of Rule Text

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

RULE: 24 Effective: 29Apr2024
(C)

NVOCC LICENSES, BONDS AND AGENTS

RULE 24 - NVOCC LICENSES, BONDS AND AGENTS

A. Licensing
Carrier has met Federal Maritime Commission licensing and financial responsibility requirements for ocean transportation intermediaries and demonstrated the requisite ability and character fitness to render the OTI services to the public.

B. Financial Responsibility

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515 to ensure the financial responsibility of the carrier for the

MANAGING GENERAL UNDERWRITERS FOR
AMERICAN ALTERNATIVE INSURANCE CORPORATION
1475 E WOODFIELD ROAD, SUITE 500
SCHAUMBURG, IL 60173

C. Agent for Service of Process

1. Carrier's agent for the service of judicial and administrative process including subpoenas is named below along with his address. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the carrier's legal agent for service of process.

payment of any judgment for damages arising from its transportation related activities, orders for reparations issued pursuant to Section 11 of the Shipping Act 1984, as amended by the Ocean Shipping Reform Act of 1998, or penalties assessed pursuant to Section 13 thereof.

2. Bond No. 2015060132

3. Underwriter:

ROANOKE TRADE SERVICES, INC.

2. Service of administrative process, other than subpoenas, 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 and Address, if applicable:
None Applicable

End of Rule Text

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RULE: 25 Effective: 23Jun2016
(I)(R)

CERTIFICATION OF SHIPPER STATUS

RULE 25 - CERTIFICATION OF SHIPPER STATUS

If the shipper or a member of a shipper's association tendering the cargo is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond as required by sections 8 and 23 of the Shipping Act 1984, as amended by the Ocean Shipping Reform Act of 1998, before the carrier accepts or transports cargo for the account of the NVOCC. A copy of a tariff rule published by the NVOCC and in effect, which shows the underwriter name and address and bond number as required under 46 CFR 515.21 will be accepted by the carrier as documenting the NVOCC's compliance with the tariff and bonding requirements of the act. Carrier will also accept a copy of the Ocean Transportation Intermediary License issued by the Federal Maritime Commission pursuant to 46 CFR 515, as documenting the NVOCC's compliance with the Federal Maritime Commission **requirements.**

End of Rule Text

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

RULE: 26 Effective: 23Jun2016
(I)(R)

TIME/VOLUME RATES

RULE 26 - TIME/VOLUME RATES

SUB-RULE 001 - THERE ARE NO TIME/VOLUME RULES IN EFFECT

End of Rule Text

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

RULE: 27 Effective: 23Jun2016
(I)(R)

LOYALTY CONTRACTS

RULE 27 - LOYALTY CONTRACTS

Not Applicable

End of Rule Text

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

RULE: 28 Effective: 23Jun2016
(I)(R)

DEFINITION OF TERMS

RULE 28 - DEFINITION OF TERMS

AFFILIATE(S)
means two or more entities which are under common ownership or control by reason of being parent and subsidiary or entities associated with, under common control with or others related to each other through common stock ownership or common directors or officers.

ALL INCLUSIVE
means the freight rate shown with the applicable TRI includes ocean freight and all other surcharges and assessorial charges, except those charges caused by the choice or action of the shipper, such as detention or demurrage.

ASSESSORIAL
means an additional amount to be added to the basic ocean freight rate for a specific service, situation or pass through fee.

BILLS OF LADING
means contract of affreightment for cargo covering one shipment from one consignor to one consignee with one set of marks.

COMBINATION RATES
means an intermodal rate computed by adding together the ocean freight rate in a TRI and inland freight rate from/to an inland point.

COMMON CARRIER
means an entity holding itself out to the general public to provide transportation by water of cargo between the United States and a foreign country for compensation that:
1. assumes responsibility for the transportation from port or point of receipt to the port or point of destination and
2. utilizes, for all or part of that transportation, a vessel operating on the high seas or the Great Lakes between a port in the United States and a port in a foreign country, except ferry boat, ocean tramp, chemical parcel tanker or vessels transporting proprietary cargo.

CONSIGNEE
means the person, firm or corporation shown on the Bill of Lading as the receiver of the property transported by the carrier.

CONSIGNOR
See Shipper

CONTAINER
means single rigid, non disposable, demountable freight

BROKERAGE
means payment by a common carrier to an ocean freight broker. This is NOT FREIGHT FORWARDER COMPENSATION, see Freight Broker for definition of services.

BULK CARGO
means cargo that is loaded and carried in bulk without mark or count in a loose unpackaged form, having homogeneous characteristics and is exempt from tariff filing requirements. Bulk cargo loaded into intermodal equipment is subject to mark and count and is, therefore, subject to tariff filing requirements.

BUSINESS HOURS
means that period of each calendar day except Saturdays, Sundays, and Holidays from 7:00 A.M. to 6:00 P.M.

CARGO, N.O.S.
means commodities not otherwise specified in individual commodity items.

CARRIER
means BLUE POINT LINE LIMITED LIABILITY COMPANY

CAUTION
means articles which may be subject to Hazardous Materials Rules.

CHASSIS
means a wheeled assembly, with or without container, constructed to accept mounting of a demountable trailer body, container or flexi-van.

CO-LOADING
means the combining of cargo by two or more NVOCCs for tendering to an ocean common carrier under the name of one or more of the NVOCCs.

carrying unit designed to be transported by different modes of transportation. They may be dry cargo, reefer, ventilated, insulated, flat rack, vehicle rack, liquid tank or open top, with or without bogies attached, having a closure of a permanently hinged door, that allows ready access to the cargo. All types of containers will have construction, fittings and fastenings able to withstand, without permanent distortion or additional exterior containment, all the stress that may be applied in normal service use of continuous all water and intermodal transportation. Except as otherwise provided, the term container is interchangeable with trailer and has common meaning.

CONTROLLED TEMPERATURE
means the maintenance of a specific temperature or range of temperatures in containers.

DAY
means a twenty-four (24) hour period beginning at 12:01 A.M.

DRY CARGO
means cargo other than that requiring temperature control, atmosphere control or bulk cargo.

EFFECTIVE DATE
means the date upon which a published tariff or tariff element is scheduled to go into effect. The first day of effect for a tariff or tariff element.

EXPIRATION DATE
means the last day or effect for a tariff or tariff element; after this date the tariff or tariff element is may NOT be used.

FORESTRY PRODUCTS
means forestry derived products inclusive of, but not limited to the following: lumber in bundles, rough timber,

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

RULE: 28 DEFINITION OF TERMS
(Continued..)

ties, poles, piling, laminated beams, bundled siding, bundled plywood, bundled core stock or veneers, bundled particle or fiber boards, bundled hardwood, wood pulp in rolls, wood pulp in unitized bales, paper or paperboard in rolls or in pallet or skid sized sheets, liquid or granular by-products derived from pulping and papermaking and engineered wood products. Generally wood products not further worked that indicated in items above are exempt from tariff publication requirements. Wood finished products which have identifiable end usages are not "forestry products" and would be subject to publication regulations.

FREIGHT BROKER
means an entity which is engaged by a carrier to secure cargo for such carrier and/or to sell or offer for sale ocean transportation services and which holds itself out to the public as one who negotiates between shipper or **consignee and carrier for the purchase, sale, conditions** and terms of transportation.

FREIGHT FORWARDER
means an entity that dispatches shipments from the United States via a common carrier and books or otherwise arranges space for those shipments on behalf of shippers; and processes the documentation or performs related activities incident to those shipments.

HARMONIZED SYSTEM
means the Harmonized Tariff Schedule of the United States, based on international Harmonized System, administered by the U.S. Customs Service for the U.S. International Trade

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

LOCAL RATES
means rates or charges for transportation over the route of a single common carrier, the application of which is not contingent upon a prior or subsequent movement.

LOCATION GROUP
means a logical collection of geographic points, ports, states, countries which is primarily used to conveniently apply tariff rate items, rules or assessorial charges to all locations within the grouping.

LOYALTY CONTRACT
means a contract with an ocean common carrier or agreement by which a shipper obtains lower rates by committing all or a fixed portion of its cargo to that carrier or agreement and the contract provides for a deferred rebate arrangement.

LUMPSUM
means a rate stated for a given amount of cargo which is not a standard shipping unit and may include various mixes of shipping units, i.e. for shipment consisting of two 20 foot standard containers, one 40 foot flatbed and five pieces measuring 50 cft. and weighing 3500 lbs.

Commission and Schedule B, administered by the U.S. Census **Bureau.**

HOLIDAY
used in this tariff shall consist of the following days:
New Years Day
Martin Luther King Day
Presidents Day (Third Monday in February)
Memorial Day (Last Monday in May)
Fourth of July
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

When any of the holidays stipulated above falls on Sunday, the following Monday shall be deemed as that holiday.

IN PACKAGES
means any shipping form other than in bulk, loose, in glass or earthenware not further packed in containers or on skids.

INTERMODAL TRANSPORTATION
means continuous through transportation involving more than one mode of service (e.g., ship, rail, motor, air), for pickup or delivery at a point beyond the port at which the vessel calls. The term intermodal transportation can apply to through transportation at through rates or transportation on through routes using combination rates. See also Through Transportation.

KILO TON
means 1,000 Kilos.

MIXED SHIPMENT
a shipment consisting of articles described in and rated under two or more TRI items of this tariff.

MOTOR CARRIER
means participating motor carrier or motor carriers.

NESTED
means that three or more different sizes of the article or commodity are shipped so that beginning with the smallest size each is placed within the next larger size, or three or more of the articles must be placed within each other so that, each upper article will not project above the lower article more than one third of its height.

NON-HAZARDOUS
means non-label cargo which is permitted stowage between or under decks, other than Magazine, and will be rated in accordance with the rates as provided in the commodity item and if no specific commodity is published then the Cargo, N.O.S. rate will apply.

NON-VESSEL OPERATING COMMON CARRIER
means a firm providing transportation by water of cargo between the United States and a foreign country for compensation without operating the vessels by which the transportation is provided, and may include the following:
1. purchasing transportation services from a VOCC and offering such services for resale to other persons.
2. payment of port-to-port or multimodal transportation charges.
3. entering into affreightment agreements with underlying shippers.
4. issuing bills of lading or equivalent documents.
5. arranging for and paying for inland transportation on through transportation movements

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

RULE: 28 DEFINITION OF TERMS
(Continued .)

6. paying lawful compensation to ocean freight forwarders
7. leasing containers;
8. entering into arrangements with origin or destination agents.

NVOCC NEGOTIATED RATE ARRANGEMENTS (NRA)
means a written and binding arrangement between a shipper or consignee and an NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination, on receipt of the cargo by the Carrier or its agent (see Rule 3). All NRA's must be in writing; contain each party's legal name and address and affiliates; contain the names, title and addresses of the representative of each party; be effective prior to the date of Carrier's receipt of the cargo; clearly specify the rate and the shipment or shipments to which such rate applies. An NRA may NOT be modified after Carrier's receipt of the initial shipment.

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

OCEAN COMMON CARRIER
A Vessel Operating Common Carrier, as defined herein.

OCEAN TRANSPORTATION INTERMEDIATARY
means an Ocean Freight Forwarder or a Non-Vessel Operating exploitation and public utility or public service purpose, including disaster relief projects.

PROPORTIONAL RATES
means rates or charges assessed by a common carrier for transportation services, the application of which is conditioned upon a prior or subsequent movement.

PUBLISHER
means an organization authorized to publish or amend tariff information.

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.

REVENUE TON
means one ton of cargo W or M, as freighted, see rule 2.

SCOPE
means the geographic locations, i.e. points, ports, states, countries or combinations, to and from which the tariff rate, rules and other provisions apply

SHIPPER
means a cargo owner; the person for whose account the **ocean transportation is provided; or the person, firm, or** corporation shown on the shipping documents as the party tendering the property received by the carrier for transportation. A shipper may be a shipper's association or an NVOCC in its relationship with a VOCC.

SHIPPERS' ASSOCIATION

Common Carrier, which are separately defined herein.

ONE COMMODITY
means any or all of the articles described in any one rate item in this tariff.

PACKAGE OR PACKAGES
means any container other than trucks or in shipping forms other than in bulk, loose or on skids, providing such container or form of shipment will render the transportation of the freight reasonably safe and practicable.

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

POINT
means a particular city, town, village, community, or other area which is treated as a geographic unit for the application of rates.

PLACE
means a particular street address or other designation or **a factory, store, warehouse, place of business, private** residence, construction camp or the like, at a "Point."

PROJECT RATES
means rates applicable to the transportation of materials, equipment or supplies to be employed in the construction or development of a named facility used for a major **governmental, charitable, manufacturing, resource** means a group of shippers that consolidates or distributes freight on a nonprofit basis for the members of the group in order to secure volume rates or service contracts.

SHIPMENT
means a quantity of property physically tendered by one consignor/shipper at one port of origin at one time for one consignee at one port of destination, for which a single shipping document has been issued. Except by prior arrangement carrier may accept "part shipment", I.E. multiple deliveries to be covered by a single bill of lading as a single shipment.

SITE
means a particular platform or specific location for loading at a "Place."

SPECIAL PERMISSION
means permission, authorized by the Federal Maritime Commission, for certain tariff publications that do not conform with applicable regulations, usually involving effectiveness on less than statutory notice.

STUFFING UNSTUFFING
see PACKING and UNPACKING

TARIFF
means a publication containing the actual rates, charges, classifications, rules, regulations and practices of a **common carrier or conference. The term practices refers** to those usages, customs or modes of operation which in any way affect, determine or change the transportation **rates, charges or services provided by a common carrier or**

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

RULE: 28 DEFINITION OF TERMS
(Continued...

conference.

TARIFF RATE ITEM
means a single freight rate, in effect on and after a specific date for a specific time period for the transportation of a stated cargo quantity, which may move from origin to destination under a single specified set of **transportation conditions, such as container size or** temperature.

THROUGH TRANSPORTATION
means continuous transportation between points of origin and destination, either or both of which lie beyond port terminal areas, for which a through rate is assessed and which is offered or performed by one or more carriers, at least one of which is a common carrier, between a United States point or port and foreign point or port.

TIME/VOLUME RATE
means a rate published in a tariff which is conditioned upon receipt of a specified aggregate volume of cargo or aggregate freight revenue over a specified period of time.

TRAILER
interchangeably, with Container, see definition for CONTAINER.

TRANSSHIPMENT
means the physical transfer of cargo from one vessel to another vessel in the course of all-water or through transportation. When cargo is transferred from the vessel **of one carrier to a vessel of another carrier, at least** one of the carriers is an ocean common carrier subject to Federal Maritime Commission jurisdiction and shall be deemed the "publishing carrier" for the purposes of providing public notice of the applicable through rate.

TRUCK
means any vehicle propelled or drawn by a single mechanical power unit and used on the property.

UNITIZED LOAD
means a consolidation of shipping packages secured to pallets when the individual component shipping packages are bonded or otherwise securely held together to form a single shipping unit that has been prepared by the shipper in order to facilitate mechanical handling.

UNPACKING, UNSTUFFING OR STRIPPING
means the removal of the cargo from the containers as well as the removal of all securing material not constituting a part of the container.

VESSEL OPERATING COMMON CARRIER
means a COMMON CARRIER, as defined herein, operating vessels on the high seas or the Great Lakes, between U.S. ports and foreign ports.

WATER CARRIER'S TERMINAL
means the place where cargo or loaded or empty containers are received by water carrier or delivered by water carrier. The place where water carrier assembles, holds **or stores cargo and its containers.**

End of Rule Text

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

RULE: 29 Effective: 23Jun2016
(I)(R)

SYMBOLS AND ABBREVIATIONS

RULE 29 - SYMBOLS AND ABBREVIATIONS

A. Rate Basis Codes

Code	Definition
AV	Ad Valorem
EA	Each (as defined in notes)
LS	Lump Sum (term defined in Rule 28)
M	**Measure**
MBF	1000 Board Feet
PC	Per Container
W	Weight
WM	Weight/Measure

B. Shipment Service Types

Code	Definition
B	Barge
D	Door
H	**House**
M	Motor
O	**Ocean** Port
P	Pier
R	Rail Yard
S	Container Station
T	Terminal
U	Rail Siding
X	Team Tracks
y	Container Yard

C. Shipment Stowage Location Codes

Code	Definition
BS	Bottom Stowage
N/A	Not Applicable

Code	Definition
N/A	Not Applicable
LTL	Less Than Load
10	10 FT Any Height
20	20 FT 8'6"
20A	20 FT 9'0" High Cube
20B	20 FT 9'6" High Cube
205	20 FT 8'0"
20X	20 FT Any Height
24	24 FT 8'6"
24A	24 FT 9'0" High Cube
24B	24 FT 9'6" High Cube
24X	24 FT Any Height
35	35 FT 8'6"
35A	35 FT 9'0" High Cube
35B	35 FT 9'6
355	35 ft 8'0"
35X	35 FT Any Height
40	40 FT 8'6"
40A	40 FT 9'0" High Cube
40B	40 FT 9'6" High Cube
405	40 FT 8'0"
40X	40 FT Any Height
42	42 FT 8'6"
42A	42 FT 9'0" High Cube
42B	42 FT 9'6" High Cube
425	42 FT 8'0"
425	42 FT Any Height
43	43 FT 8'6"
43A	43 FT 9'0" High Cube
43B	43 FT 9'6" High Cube
435	43 FT 8'0"
43X	43 Any Height
45	45 FT 8'6"
45A	45 FT 9'0" High Cube
45B	45 FT 9'6" High Cube
455	45 FT 8'0"
45X	45 FT Any Height
48	48 FT 8'6"

OD	On Deck

D. **Container** Type Codes

Code	Definition
AC	Atmosphere Control
CF	Collapsible Flatrack
DF	Drop Frame
FB	Flat Bed
FR	Flat Rack
GC	Garment Container
HH	Half-Height
HT	Hardtop
N	Insulated
N/A	Non-containerized cargo/not applicable
OT	Open Top
PC	Dry
PL	Platform
RE	Reefer
TC	Tank
TL	Top Loader
TR	Trailer
VR	Vehicle Racks

E. Container Size Codes

48A	48 FT 9'0" High Cube
48B	48 FT 9'6" High Cube
485	48 FT 8'0"
48X	48 FT Any Height
53	53 FT 8'6"
53A	53 FT 9'0" High Cube
53B	53 FT 9'6" High Cube
535	53 FT 8'0"
53X	53 FT Any Height
N/A	Not Applicable

F. **Container** Temperature Codes

Code	Definition
AC	Artificial Atmosphere Control
CLO	Chilled
FRZ	**Frozen**
HTD	Heated
N/A	Not Applicable/Not Operating
RE	Refrigerated
VEN	Ventilated

G. Volume Units

Code	Definition
CBM	Cubic Meter
CFT	Cubic Feet

H. Weight Units

Code	Definition
KGS	Kilograms
KT	1000 KGS (Metric Ton)
LBS	Pounds
LT	Long Ton (2240 LBS)
ST	Short Ton (2000 LBS)

I. Packaging Codes

Code	Definition
BAG	Bag
BAL	Bale
BBL	Barrel
BDL	Bundle
BEM	Beam
BIC	Bing Chest
BIN	Bin
BLK	Bulk
BOB	Bobbin
BOX	Box
BRG	Barge
BSK	Basket/Hamper
BUS	Bushel
BXI	Box, with **Inner Container**
BXT	Bucket
CAB	Cabinet
CAG	Cage
CAN	Can
CAR	Carrier
CAS	Case
CBC	Containers of Bulk Cargo
CBY	Carboy
CCS	Can Case
CHE	Cheeses
COR	Core
CRD	Cradle
JAR	Jar
KEG	Keg
KIT	Kit
KRK	Knockdown Rack
KTB	Knockdown Tote Bin
LBK	Liquid Bulk
LIF	Lifts
LOG	Log
LSE	Loose
LUG	Lug
LVN	Lift van
MRP	Multi-roll Pak
NOL	Nail
N5T	Nested
PAL	Pail
PCK	Packed - Not otherwise specified
PCS	Pieces
PIR	Pirns
PKG	Package
PLF	Platform
PLN	Pipeline
PLT	Pallet
POV	Private Vehicle
PRK	Pipe Rack
QTR	Quarters of Beef
RAL	Rail (Semi-conductor)
RCK	Rack
REL	Reel
ROL	Roll
RVR	Reverse Reel
SAK	Sack
SHK	Shook
SID	Sides of Beef
SKD	Skid
SKE	Skid, Elevating or Lift Truck

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

RULE: 29 SYMBOLS AND ABBREVIATIONS
Continued...

CRT	Crate
CSK	Cask
CTN	Carton
CYL	Cylinder
DBK	Dry Bulk
DRK	Double-length Rack
DRM	Drum
DSK	Double-length Skid
DTB	Double-length Tote Bin
FIR	Firkin
FLO	Flo-Bin
FRM	Frame
FSK	Flask
FWR	Forward Reel
HED	Heads of Beef
HGH	Hogshead
HPC	Hopper Car
HPT	Hopper Truck
HRB	On Hanger/Rack in Boxes
HRK	Half-Standard Rack
HTB	Half-Standard Tote Bin
SLV	Sleeve
SPI	Spin Cylinders
SPL	Spool
TBE	Tube
TBN	Tote Bin
TKR	Tank Car Rail
TKT	Tank Truck
TLD	Intermodal Trailer/ Container Load (Rail)
TNK	Tank
TRC	**Tierce**
TRK	Truck and Chest
TRY	Tray
TSS	Trunk, Salesmen Sample
TUB	Tub
UNP	Unpacked
UNT	Unit
VEH	Vehicles
VPK	Van Pack
WHE	On Own Wheels

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

RULE: 29 SYMBOLS AND ABBREVIATIONS
Continued...

WLC	Wheeled Carrier
WRP	Wrapped
N/A	Not Applicable

J. Length Units

Centimeters	CM
Feet	FT
Inches	IN
Meters	M

K. Measure Board Feet

Thousand Board Feet	MBM

L. Distance Units

Kilometers	KM
Miles	MI

M. Hazard Codes

Not Applicable	N/A
IMD Stow Category A	A
IMD Stow Category B	B
IMD Stow Category C	C
IMD Stow Category D	D
IMD Stow Category E	E
Hazardous	HAZ
Non-Hazardous	NHZ

N. Stuffing/Stripping Modes

Not Applicable	N/A
Mechanical	MECH
Hand Loading	HAND

O. Inland Transportation Modes

Not Applicable	N/A
Motor	M
Rail	R
Barge	B
Motor/Rail	MR
Rail/Motor	RM
Motor/Barge	MB

Q. Tariff Types

Bill of Lading Tariff	BL
Equipment Interchange Agreement Tariff	EI
Essential Terms Publication	ET
Foreign Commodity Tariff	FC
Foreign Rules Tariff	FR
Terminal Tariff	TM
Service Contracts	SC

J. Filing/Amendment Type Codes

Code	Definition
A	Increase
C	Change resulting in neither increase nor decrease in rate or charges. Expiration (used with "A" if the deletion results in the application of a higher "cargo, n.o.s." or similar rate) **New** or initial matter
K	Rate or change filed by a controlled common carrier member of a conference under independent action.
M	Transportation of U.S. Department of Defense cargo by American flag common carriers.
P	Addition of a port or point
R	Reduction
S	Special Case matter filed pursuant to Special Permission, Special Docket or other Commission direction, including filing of tariff data after **suspension, such as for controlled carriers.** Requires "Special Case Number."
T	Terminal Rates, charges or provisions or canal tolls over which the carrier has no control.
W	Withdrawal of an erroneous filing on the same

Barge/Motor	BM
Rail/Barge	RB
Barge/Rail	BR

P. Freight Forwarder/Broker Type Codes

Not Applicable	**N/A**
Freight Forwarder	FF
Customs House Broker	CB
Other	OTH

filing date.

X Exemption for controlled carrier data in trades served exclusively by controlled carriers or by controlled carriers of states receiving most favored nation treatment.

End of Rule Text

BLUE POINT LINE LIMITED LIABILITY COMPANY
Tariff Code
Rule Report
BLUE POINT LINE LIMITED LIABILITY COMPANY - WORLDWIDE TARIFF
025530-001
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Except as otherwise provided, rates apply per 1.0 KT or 1.0 CBM, whichever produces the greater revenue.

RULE: 30 Effective: 28Jun2016
(C)

ACCESS TO TARIFF INFORMATION

RULE 30 - ACCESS TO TARIFF INFORMATION

A. Tariff Subscription Fee, which includes corrections, supplements, amendments and/or reissues, is $850.00 per year or part thereof for printed copies. Remittance must accompany all requests for initial copy of tariff. Payment of subscription renewal is due each January 1, for the ensuing calendar year. Copies may be obtained from the carrier home office **shown in carrier's organization record.**

B. The carrier will provide printed copies of this tariff to non-subscribers at $650.00 per complete up to date copy plus postage.

C. Carrier does not provide digital copies of this tariff, nor access to it electronically. Interested parties desiring electronic access to this tariff via the internet, must contact the tariff publisher. The tariff publisher will provide access to the rate section of this tariff for a fee, which will be quoted at the time of inquiry. There will not be an access charge for the public to view the rules of this tariff, but because it is stored on a secure website access will only be available by registering for a login identity and password and access may be allowed only during certain hours. Digital copies for off website viewing of the tariff will NOT be provided.

D. Public Tariff Information can be accessed at: http://rates.descartes.com

End of Rule Text

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

RULE: 35 Effective: 28Apr2025
(C)

TARIFF TITLE PAGE

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

BLUE POINT LINE LIMITED LIABILITY COMPANY

ORGANIZATION NUMBER: 025530
LOCATION OF TARIFF: http://rates.descartes.com

(A NON-VESSEL OPERATING COMMON CARRIER)

18744 KENSWICK DR
HUMBLE, TX 77338
TEL: 281-713-9411

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. AS SHOWN IN RULE 1

AND
WORLD PORTS AND POINTS AS SHOWN IN RULE 1

AND
INLAND POINTS VIA SUCH INTERCHANGE PORTS

FOR ACCESS TO TARIFF INFORMATION, SEE RULE 30

FOR LIST OF SYMBOLS AND ABBREVIATIONS, SEE RULE 28 AND 29

EFFECTIVE 28JUN2016, TARIFF MATTER WAS TRANSFERRED TO DESCARTES SYSTEMS GROUP.

PRIOR TO 28JUN2016, TARIFF WAS PUBLISHED BY SUMNER TARIFF SERVICE, INC., http://www.sumnertariff.com.

---------- End of Rule Text----------