1ST REVISED TITLE PAGE

NATIONAL SHIPPING OF AMERICA, LLC

U.S.A. - P.R. FREIGHT TARIFF STB No. NSHA-002

CONTAINING ALL WATER AND INTERMODAL

RULES AND COMMODITY RATES

(C) BETWEEN PORTS AND POINTS IN THE UNITED STATES

AND BETWEEN PORTS AND POINTS IN THE UNITED STATES AND IN PUERTO RICO

FOR GOVERNING PUBLICATIONS, REFER TO RULE No. 21

FOR EXPLANATION OF TARIFF TERMS (DEFINITIONS),
ABBREVIATIONS AND REFERENCE MARKS - SEE SECTION 4

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PURSUANT TO 49 CFR 1312.2, THIS TARIFF IS FILED WITH THE STB.
THIS TARIFF IS OPEN FOR PUBLIC INSPECTION. FOR SUBSCRIPTION, SEE PAGE 8.

ISSUED: DEC. 11, 2020 EFFECTIVE: JAN. 1, 2021

1st Revised Title Page Original Title Page issued Jan. 20, 2020

This tariff cancels and replaces Tariff STB No. NSHA-001.

Issued by:
Stan Levy, Tariff Publishing Agent for the named carrier
245 Sunnyside Ave.
Sonoma, CA 95476-8538

INTRODUCTION

CHECK SHEET FOR TARIFF PAGES AND SUPPLEMENTS

All of the pages contained in this tariff are listed consecutively by page number and revision number. The pages of the tariff and the supplements to the tariff, listed on this page, bear issued dates that are the same as, or prior to, the issued date of this page. A " 0 " in the Revision column indicates an Original Page. The " TP " in the Page column indicates the tariff Title Page. The " * " indicates issued on this date.

EFFECTIVE SUPPLEMENTS

None currently in effect

(C) ORIGINAL AND REVISED TARIFF PAGES

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
TP	1st	26	0	60	0	100	0
1	21st *	27	0	61	0	101	0
2	8th	28	14th *	62	0	102	0
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10	0	35	0	81	0	115	1st
11	0	36	2nd	82	0	116	0
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16	0	41	0	91	0	128	1st
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18	0	43	0	93	0		
19	0	44	0	94	0		
20	0	45	0	95	0		
21	0	46	0	96	0		
22	0	47-59	0	97	0		
23	0			98	0		
24	0			99	0		
25	0						

When this tariff is amended by revised pages, each revised page cancels the item or portion thereof shown on the original or revised page of the same page number. Reference made herein to items or pages in this tariff shall include reference to the reissue of such items or pages.

For example, "1st Revised Page 10" will have the effect of canceling Original page 10; "45th Revised Page 12" will have the effect of canceling 44th Revised page 12; "13th Revised Page 4-A" will have the effect of canceling 12th Revised Page 4-A and also 11th Revised Page 4-A if the cancellation of 12th takes place on or before its effective date.

(concluded on the next page)

CHECK SHEET FOR TARIFF PAGES AND SUPPLEMENTS

(concluded)

All of the pages contained in this tariff are listed consecutively by page number and revision number. The pages of the tariff and the supplements to the tariff, listed on this page, bear issued dates that are the same as, or prior to, the issued date of this page. A " 0 " in the Revision column indicates an Original Page. The " TP " in the Page column indicates the tariff Title Page. The " * " indicates issued on this date.

(C) ORIGINAL AND REVISED TARIFF PAGES

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		212	1st	240	0		
		213--224	1st	241	0		
				242	0		
				243	1st		

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ISSUED: DEC. 19, 2025 **EFFECTIVE: JAN. 12, 2026**

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(C) Matter moved from 1st revised Page 5.

ISSUED: MAR. 31, 2025 **EFFECTIVE: APR. 11, 2025**

HOW TO USE THIS TARIFF

This tariff is separated into five sections

1. SECTION 1 INTRODUCTION – Contains a Check Sheet, table of Contents, and Commodity Index.

2. SECTION 2 RULES – Contains all the rules, terms, and charges for applying this tariff.

3. SECTION 3 ADDITIONAL SERVICES – Contains all rules for additional services with extra charges for those services.

4. SECTION 4 TERMS (DEFINITIONS), ABBREVIATIONS &, REFERENCE MARKS - Explanation of Terms (Definitions), Abbreviations, and Reference Marks, used in this tariff

5. SECTION 5 TRANSPORTATION RATES – Commodity descriptions and rates.

TARIFF SUBSCRIPTION BY REQUEST

Any interested party may request a subscription to this tariff by contacting the Carrier shown on the Title page of this tariff at a cost of $500.00 per year. A subscription includes a current paper copy of the tariff and all amendments thereto to be mailed by USPS 1st class.

Access to this tariff is also available for all interested parties at no charge on the internet at the Carrier's website: www.natship.us/ . Contact the Carrier shown on the Title page of this tariff.

TRANSPORTATION RATES & CHARGES

The transportation rates in this tariff (Section 5) only include the transportation from origin to destination, subject to charges in sections (2 and 3) and do NOT include the loading of the shipment at origin and the unloading of the shipment at destination. They **do not include** the Charges named in the Rules in Section 2 and the Additional Services named in Section 3 of the tariff.

QUOTATION OF ESTIMATED CHARGES

When Carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on the basis of the effective published tariff provision(s) as applicable to those facts concerning the shipment(s) which are made known to Carrier.

Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding either on the Carrier or Shipper.

All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, and applicable to the commodity or commodities shipped and transportation and related services performed on connection therewith.

RULE No. 1 APPLICATION OF TARIFF

A. SCOPE

This tariff applies for the transportation of cargo BETWEEN United States Ports and Points AND BETWEEN United States Ports and Points and Ports and Points in Puerto Rico.

DIRECT VESSEL CALL PORTS

U.S. PORTS	PUERTO RICO PORTS
Houston, TX (D)	San Juan, Puerto Rico

Rates in this Tariff are specific point - to - point commodity rates having application only from/to locations in the United States specified in individual rate items. Puerto Rico Shipments must originate at such named points on southbound shipments to Puerto Rico or terminate at such named locations on northbound shipments from Puerto Rico. Shipments found during or after transit which do not comply with this rule will be assessed Terminal Rates published in this tariff and all inland or over-the-road charges will be for the account of the cargo and not the responsibility of Carrier.

B. COMPLIANCE

All transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment, and applicable to the commodity or commodities shipped and transportation and related services performed on connection therewith.

Changes, updates, cancellations and revisions to these provisions will be accomplished by reissue of the affected provisions, by supplement.

C. GENERAL

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

Shipments will only be accepted for movement under this tariff when specifically authorized by Carrier, or its agents. The Carrier does not agree to transport shipment by any particular vessel or transport mode or within any specified time.

In all cases, the Carrier in handling any and all cargo shall be held blameless for any loss, deterioration or damage arising from inherent defect, quality or vice of the goods resulting from controlled temperature or lack of controlled temperatures and shall have all of the benefits and immunities provided by the law in its tariffs, bill of lading, and the Carriage of Goods by Sea Act.

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(continued on the next page)

(D) Last vessel call at Port Everglades November 2024.

RULE No. 1 **APPLICATION OF TARIFF** (concluded from the previous page)

D. INTERMODAL

The joint intermodal rates published herein include all charges for switching, drayage, or other transfer services at intermediate interchange points on shipments handled through and not stopped for special services at such intermediate interchange points.

Except as specifically provided in individual rate items or rules, shipments moving under the terms and conditions of this Tariff are not subject to any transit privileges

E. LEGAL HOLIDAYS

Service shall not be offered to the shipping public on Holidays as listed at the Carrier's website at www.natship.us/. When a Holiday falls on Sunday, the following Monday will be considered the Holiday.

F. BROKERAGE FEES AND COMMISSION

No brokerage fees or commissions or other compensation will be paid to forwarders, brokers or persons or firms representing Shippers and/or consignees.

RULE No. 2 APPLICATION OF RATES AND CHARGES

A. GENERAL

Rates in this Tariff do not include Wharfage Charges.

Rates which apply on a weight basis will be assessed against the gross weight of the freight, including packaging.

Except as otherwise provided, rates which apply on a cubic measurement basis will be assessed against the overall measurement of the greatest outside dimensions of each piece, package, or other freight unit as tendered by Shipper.

Rates do not include Marine Insurance

Container Cargo - Rates designated as container rates apply to all cargo including vehicles tendered in a closed container or tendered in flat rack or open top container. Rates stated on a per container basis do not apply to cargo extending beyond the perimeter in length, width or height, except as otherwise provided. Except as otherwise specifically provided in individual items, rates are not applicable on shipments in tank containers.

Non-Container Cargo - Rates for cargo other than container cargo apply from or to place of rest at Carrier's terminal at the calling ports, but do not include the loading or unloading of the cargo from or to trucks, railcars, or barges. Shipper must arrange for and procure at its expense such services.

When two or more rates are published in the same rate item for application on the same commodity from and to the same points, apply that rate which results in the lowest charge based upon the actual or authorized estimated weight or measurement of the shipment but not less than the minimum weight or measurement published in connection with rate used.

B. ROUND TRIP MOVEMENTS

Except as otherwise provided, rates named in this Tariff apply only in a single direction. Rates making reference to this Item apply only on the condition that the container used to handle an inbound load (or a pool container) is used for an outbound load with no interruption in the round trip movement except for unloading on the one hand and reloading on the other hand.

Round trip movements are applicable only when reference is made hereto.

(continued on the next page)

RULE No. 2 APPLICATION OF RATES AND CHARGES

(continued from the previous page)

C. MEASUREMENTS

When computing rates and charges on a shipment, or in computing rates and charges based on multiple or proportion of another rate or charge, the following will govern in the disposition of fractions, with each item on the Bill of Lading shall be considered separately:

Fractions of less than 1/2 or 0.5 of a cent, omit.

Fractions of 1/2 or 0.5 of a cent or greater, increase to the next whole figure.

Where a fraction of exactly one-half inch occurs in two dimensions, the one on the smaller dimension shall be taken to the next full inch and the other one dropped. If both dimensions are the same, one fraction shall be taken to the next full inch and the other dropped.

Where fractions of exactly one-half inch occur in three dimensions, those on the largest and smallest dimensions shall be taken to the next full inch and the other dropped. If all three dimensions are the same, two fractions shall be taken to the next full inch and the third dropped.

On a single piece, package or other freight unit of less than one cubic foot, if the fraction is one-half cubic foot or less it shall be freighted at one-half cubic foot. If the fraction exceeds one-half cubic foot, it shall be freighted at one cubic foot.

On a single piece, package or other freight unit in excess of one cubic foot, if the fraction is less than one-half cubic foot it shall be dropped. If the fraction is one-half cubic foot or over, it shall be taken to the next full cubic foot.

On each item on a Bill of Lading consisting of two or more pieces, packages or other freight units, actual fractions shall be used to determine the total measurement of all the pieces, packages or other freight units. Where the total results in a fraction, such fractions shall be dropped, if less than one-half cubic foot. If the fraction is one-half cubic foot or over, it shall be taken to the next full cubic foot.

In determining the cubical contents of any piece or package, the extreme dimensions of length, width and depth, including all projecting portions shall be used. Conversion into cubic feet will be made only after fractional inches have been disposed of as provided herein. For conversion purposes, 1728 cubic inches equals one cubic foot.

In determining the cubical content of cylindrical or spherical objects, the measurements are to be taken on the square of the bilge. In determining the cubical contents of barrels, casks, hogsheads or kegs, measurements are to be taken on the square of the bilge, times the height; and the result multiplied by 0.8 on account of their bilge.

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

The word "Package" or "Packages" as used herein does not refer to the Carrier's containers or containers.

(continued on the next page)

RULE No. 2 APPLICATION OF RATES AND CHARGES

(continued from the previous page)

D. METHOD OF COMPUTING FREIGHT

1. WEIGHT (W) RATE BASIS

   Cargo freighted on a weight basis shall be assessed rates on the gross weight of individual pieces or packages in 100 pound increments (100 pounds = one cwt = W). In computing total weight in pounds to determine freight charges, it shall be permissible to round off to three (3) decimal places.

2. MEASUREMENT (M) RATE BASIS

   Except as otherwise specified in this Rule, the three greatest outside dimensions (depth, width and length) of the package or piece (See Rule below) are to be multiplied together to produce the cube of one package or piece in cubic feet (cft), rounded off to three (3) decimal places. This calculation, when applied to non-rectangular shapes, will result in the cube of the rectangular container in which the package or piece would fit.

3. WEIGHT or MEASUREMENT (W/M) RATE BASIS

   Cargo freighted on a weight or measurement basis, shall be assessed rates according to the Rules for Weight and Measure above, whichever produces the greater revenue.

4. PER CONTAINER RATE BASIS

   Cargo rated on a per container basis shall be assessed rates on the basis of the total number of each different kind (size and type) of container in the shipment.

(continued on the next page)

RULE No. 2 APPLICATION OF RATES AND CHARGES

(continued from the previous page)

E. APPLICATION OF TIME VOLUME RATES (TVA)

1. Rates apply on Time Volume as specified in individual rate items and only after Shipper/Consignee indicates, in writing, to Carrier intent to utilize Time Volume rates and dates of commencement. Shipper/Consignee is further defined as the person or firm paying freight charges to Carrier.

2. In the event of any emergency disruption in Shipper's or Carrier's ability to handle shipments on a regular basis, such as strikes or other work stoppage, Sabotage, fires, marine disasters, acts of God, public enemy, embargoes, riots, war, civil commotions, invasions, rebellion, hostilities, or any such causes beyond the control of either party, the annual period shall be extended to cover the period of disruption as mutually agreed upon in writing.

3. Except as otherwise provided in the specific rate items, when the individual fails to tender the minimum volume specified during the Time Volume period, overall freight charges will be adjusted on the basis of the deficit volume, (i.e. the difference between volume actually shipped during the Time Volume Period and the minimum volume specified in the individual Time Volume rate item) will be charged at $250.00 per container.

4. Except as otherwise provided, annual volume rates named in this tariff do not alternate with other rates in this tariff or any other tariff issued by Carrier.

5. Except as otherwise provided in the specific rate items, annual volume rates are subject to all rules, regulations and other charges provided in this tariff.

6. Rates are subject to adjustment during the annual period upon mutual agreement between Shipper and Carrier.

7. Bills of Lading used to move shipments under annual volume rates must be claused "Annual Volume, Tariff NSHA-001 Item No. _____".
If such clause is omitted, Shipper may issue a corrected Bill of Lading.

8. Customers of like status requesting participation in a Time Volume Agreement must notify Carrier of their intentions to participate within thirty (30) days of the effective date of the agreement.

(continued on the next page)

RULE No. 2 APPLICATION OF RATES AND CHARGES

E. APPLICATION OF TIME VOLUME RATES (TVA)

(concluded from the previous page)

9. TVA ENROLLMENT FORM

(Name and Address of Company)

To: National Shipping Agencies Inc.,
as agents for National Shipping of America, LLC
433 California St. Suite 820
San Francisco, CA 94104

Fax: 415-397-1545

Dear Sirs:

This is acceptance of Time Volume Agreement filed in National Shipping of America, LLC. Tariff No. NSHA-002, Commodity Description No. _ _ _ _ - _ _ - _ _ _ _

Effective on _ _ / _ _ /_ _.

Expiration on _ _ / _ _ / _ _.

I confirm that I have full authority to give this acceptance. I further agree to place the name of the enrollee as Shipper or Consignee in full style, as described herein, on the Bills of Lading and that any shipment which has a name on the Bills of Lading different from that described herein shall not be counted toward any requirements of the Time Volume Rate offering.

Name: _____ Title: _____ Date: _____

F. MINIMUM TRANSPORTATION RATE PER BILL OF LADING

The minimum amount on a Bill of Lading for the transportation of freight shall be $500.00. All other charges are to be assessed, as applicable.

See SECTION 5 – TRANSPORTATION RATES

RULE No. 3 EFFECTIVE DATE OF SHIPMENT

1. The application of rates, charges, and rules is governed by the date of receipt of the shipment by the Carrier or its agent, and any tariff rates, charges, and rules shall be applied to shipments received on or after the effective date of such tariff rates, charges, and rules.

   A shipment shall not be considered as "Received" until the full Bill of Lading quantity has been received.

2. Expiry Dates and Effective Dates

   All tariff matter which bears an expiry date will expire at midnight of the expiry date. Tariff matter which replace those which have expired will become effective at 12:01 A.M. on the day following the date at which the previous tariff matter expired.

RULE No. 4 **BILL OF LADING**

A. FACE

NON-NEGOTIABLE BILL OF LADING PAGE 1 OF 1

SHIPPER/EXPORTER	TARIFF	LOAD/DISCHARGE SERVICE	BOOKING NUMBER
	EXPORT REFERENCES		
CONSIGNEE	FORWARDING AGENT / THIRD PARTY		
NOTIFY PARTY	PLACE OF RECEIPT		
	ALSO NOTIFY PARTY		
VESSEL VOYAGE / PORT OF LOADING	DOMESTIC ROUTING EXPORT INSTRUCTIONS		
PORT OF DISCHARGE / PLACE OF DELIVERY			

PARTICULARS FURNISHED BY SHIPPER

CONTAINER / SEAL / TEMP	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT

TEMPERATURE SETTING
No temperature lower than -5 degrees F on 20-ft. and -15 degrees on 40-ft containers can be supported by control.

Liability of Carrier may be limited unless excess valuation is declared and extra freight charges are paid. (See clause 22 on reverse.)

ITEM	DESCRIPTION OF CHARGES	RB	QUANTITY	RATE	PREPAID	COLLECT

NOTICE

National Shipping of America, LLC hereby acknowledges receipt of the sealed container or packages or other shipping units said to contain the Goods described above in apparent external good order and condition unless otherwise stated. The Shipper agrees, and the Consignee and every person purchasing this instrument for value or otherwise having an interest in the Goods is advised that the receipt, custody, carriage and delivery of the Goods are subject to all the terms and conditions set forth and incorporated by reference on this side and the reverse hereof, whether written, stamped or printed.

NATIONAL SHIPPING OF AMERICA, LLC

By _____

Title _____

MONTH	DAY	YEAR

B/L NO.

(continued on the next page)

RULE No. 4 **BILL OF LADING** (continued from the previous page)

B. STRAIGHT, NON-NEGOTIABLE BILL OF LADING (BACK CLAUSE)

1. DEFINITIONS. The word "Carrier" shall include National Shipping of America, LLC.; the owner, operator, charterer and master of the Vessel; the Vessel; and any connecting or substituted water Carrier performing transportation under the transportation agreement evidenced by this bill of lading. The term "transportation agreement" shall have the meaning stated in paragraph 2 below. The word "Vessel" shall include the vessel named on the face of this bill of lading and any other vessel, lighter or watercraft owned, operated, chartered or employed by Carrier or any connecting or substituted water Carrier performing transportation under the transportation agreement. The word "Shipper" shall include the person entering into the transportation agreement with Carrier and for whose account the goods are shipped. The word "Goods" shall include articles of every kind and description, including their packaging, containers or other shipping units or materials, tendered to Carrier for transportation under the transportation agreement and described on the front side of this bill of lading. The word "Consignee" shall include a holder of a negotiable bill of lading, rightfully endorsed, the person named as consignee on the face hereof, the owner of the Goods, and all other persons lawfully entitled to possession of the Goods (other than Carrier). The word "Charges" shall include freight, demurrage, equipment detention, general average, salvage, and any other money obligations incurred or payable by the Shipper and/or the Consignee, or for the payment of which Carrier has a security interest or maritime lien on the Goods. An endorsement that the Goods have been shipped "on board" means on board Carrier's vessel or on another mode of transport operated by or on behalf of Carrier en route to the port of loading for loading aboard the Vessel.

2. CLAUSE PARAMOUNT. The receipt, custody, carriage and delivery of the Goods are governed by the provisions of the transportation agreement which consists of (i) the terms and conditions of Carrier's applicable freight tariffs, if any, or agreements evidencing contract carriage (ii) the terms and conditions stated on the front and back of this bill of lading, and (iii) the provisions of the United States Carriage of Goods by Sea Act ("COGSA") 46 U.S.C. 1300 et seq. The Shipper and Consignee shall be bound by all the provisions of the transportation agreement. Carrier shall also have the benefit of sections 4281 through 4286 and 4289 of the Revised Statutes of the United States and amendments thereto, and all other statutes of the United States or any other country which may be applicable to grant Carrier exoneration from or limitation of liability. The provisions of COGSA, except as otherwise provided herein, shall be extended to apply to Goods stored on deck as provided in paragraph 7, before the Goods are loaded on and after the Goods are discharged from the Vessel, and throughout the entire time the Goods are in the actual or constructive custody of Carrier, its agents and independent contractors, including stevedoring and terminal services contractors, provided that as to loss or damage occurring before the Goods are loaded to or after the Goods are discharged from the Vessel, and notwithstanding the provisions of COGSA Section 4(2)(q), the Shipper or Consignee and/or every person having an interest in the Goods shall bear the burden of proving that the actual fault or privity of Carrier or the fault or neglect of Carrier's agents or servants contributed to the loss or damage. Nothing herein contained

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RULE No. 4 BILL OF LADING

B. STRAIGHT, NON-NEGOTIABLE BILL OF LADING (BACK CLAUSE)

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shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities under COGSA. Notwithstanding the foregoing, to the extent that another international convention or national law governing Carrier's liability is mandatorily applicable, or precludes the application of COGSA in the country in which a court having jurisdiction shall adjudicate a dispute arising out of the transportation agreement, then such international convention or national law shall to that extent be applied in determining Carrier's liability in connection with such dispute. The provisions of the transportation agreement shall govern the relationships between the Shipper, Consignee and every person having an interest in the Goods, on the one hand, and Carrier, on the other hand and shall supersede any prior booking note, mate's or dock receipt, or other document to the extent conflicting. The terms and conditions of the transportation agreement shall be severable. If any term or condition is invalid or unenforceable, or if any breach of or deviation from any provision occurs, such circumstance shall not affect the validity or enforceability of the remaining terms and conditions.

3. FREIGHT. Charges shall be due and payable to Carrier in accordance with the provisions of Carrier's applicable tariffs and this bill of lading. Freight may be calculated on the basis of information furnished by the Shipper, but Carrier may open containers, packages, or other shipping units and examine, weigh, measure and identify the true nature and quantity of the Goods. If Shipper-furnished information is determined to be erroneous and additional freight or other charges are payable, the Shipper, Consignee and the Goods shall be liable therefor and for any expense incurred by Carrier in examining, weighing and measuring the Goods. Full freight to the Port of Discharge or Place of Delivery, if indicated, shall be completely earned upon receipt of the Goods by Carrier, whether or not the freight is stated on the front side hereof or intended to be prepaid or collected at destination, and whether or not the Goods are damaged or sound, and said freight shall be received and retained regardless of whether the Vessel and/or the Goods are lost or not lost or the voyage is broken up or abandoned, or under any other circumstances whatsoever. Carrier shall have a lien on the Goods, which shall survive delivery, for all Charges earned or due under the transportation agreement or otherwise and may enforce this lien by public or private sale without notice and by all other lawful means. The Shipper and the Consignee shall be jointly and severally liable to Carrier for the payment of all Charges, as well as for any expenses incurred by Carrier, including attorneys' fees, in connection with claims or proceedings brought by Carrier for collection of Charges due to Carrier and /or proceedings brought by the Shipper, Consignee or any third party claiming to have the right to possess the Goods. All Charges shall be paid to Carrier in full without offset, counterclaim or deduction in the lawful currency of the United States.

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RULE No. 4 BILL OF LADING

B. STRAIGHT, NON-NEGOTIABLE BILL OF LADING (BACK CLAUSE)

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4. COMBINED TRANSPORT
(a) If either or both of the spaces on the front of this bill of lading for "Place of Receipt" or "Place of Delivery" have been completed, this is a Combined Transport bill of lading and paragraphs (b),(c),and (d) shall apply.
(b) The Carrier undertakes to perform and/or arrange for performance of the carriage of the Goods from the Place of Receipt or the Port of Loading, to the Port of Discharge or the Place of Delivery, whichever is applicable and Carrier's liability, unless otherwise provided in this bill of lading, shall be determined in accordance with the provisions of paragraphs 2 and 22.
(c) During the period before loading to the vessel at the Port of Loading and after discharge from the vessel at the Port of Discharge, the Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of or exonerations from liability, liberties and benefits contained or incorporated in the contract between the Carrier and any person by whom the carriage is performed or undertaken, whether directly or indirectly (including such persons listed in paragraph 5) and who would have been liable to the Shipper or Consignee as if the Shipper or Consignee had contracted directly with such person or contained in any compulsory legislation applicable to such person. In no event shall Carrier's liability under a combined transport bill of lading exceed that determined pursuant to paragraphs 2 and 22.
(d) If it cannot be determined at which stage of the carriage the loss or damage occurred, it shall be conclusively presumed to have occurred while the Vessel was at sea and Carrier's liability shall be determined in accordance with paragraphs 2 and 22.

5. CARRIER'S CONTRACTORS. Carrier may require the assistance of others to perform the services undertaken under the transportation agreement. Every servant, agent, stevedore, terminal services contractor, lighter operator, pilot, connecting rail, motor, water or air Carrier, or other independent contractor, including their agents, servants and subcontractors, performing such services shall have the benefit of every exemption from and limitation of liability, defense, right and liberty to which Carrier is entitled under any provision of the transportation agreement or by applicable law. For purposes of the foregoing provision, Carrier shall be deemed to be the agent or trustee for the benefit of all such persons and all such persons shall be deemed to be parties to the transportation agreement to that extent.

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RULE No. 4 BILL OF LADING

B. STRAIGHT, NON-NEGOTIABLE BILL OF LADING (BACK CLAUSE)

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6. SHIPPER'S WEIGHT, LOAD AND COUNT; SHIPPER'S WARRANTIES. When containers, vans, containers, portable tanks, skids palletized units, and other cargo units are not packed or loaded by the Carrier, Carrier does not represent to be accurate and is not bound by any description of the value, quantity, weight, condition, or existence of the contents thereof as furnished by or on behalf of the Shipper and identified in this bill of lading by use of the phrase "said to contain", "Shipper's weight load and count" or terms of like meaning, and Carrier in such case shall not be liable for any difference in value, quantity, weight or condition of the Goods furnished by or on behalf of the Shipper and that of the Goods actually delivered. Carrier shall have no responsibility or liability whatsoever for the packing, loading, securing, shoring and/or stowage of contents of such cargo units, or for loss or damage caused thereby or resulting therefrom.
With respect to cargo units not packed or loaded by Carrier, the Shipper and Consignee represent and warrant: (a) that the Goods are properly described, marked, secured, and packed in their respective cargo units; (b) that any cargo units other than Carrier furnished units are seaworthy and physically suitable, sound, and structurally adequate to properly contain and support the Goods during handling and the transportation contemplated by the transportation agreement, and that such cargo units may be handled in the usual and customary manner without damage to themselves or to their contents, or to the Vessel or its other cargo, or to property, or to persons; (c) that all particulars furnished to Carrier with regard to the cargo units and their contents, and the weight of each said cargo unit, are in all respects correct and complete; and (d) that such units are in compliance with all applicable government regulations. Shipper and Consignee represent and warrant that each shall timely submit all documentation and information required for the transportation, import, and export of the Goods. Shipper and Consignee, jointly and severally, agree to indemnify and hold Carrier harmless in respect of any injury to or death of any person, or any loss or damage to the Goods, or to other cargo or to any other property or to the Vessel or to any other vessel, and for all fines, duties, payments or liabilities of any kind, or any other loss or expense, including, but not limited to, lost profits and attorneys' fees, caused by breach of any of the foregoing representations or warranties or incurred or levied upon Carrier by reason of the Goods being or having been in Carrier's possession.

7. UNDER DECK AND ON DECK STOWAGE. Carrier has the right to carry Goods in containers, vans, containers, and portable tanks under deck or on deck. When such Goods are carried on deck, Carrier shall not be required to specially indicate "on deck" carriage on the face of this bill of lading nor to give notice thereof to the Shipper or Consignee. In respect of Goods in containers, vans, containers or portable tanks carried on deck, Carrier shall not be liable for loss or damage caused by water incursion or other perils incident to such on deck carriage. Carrier shall have the right to stow on deck Goods which are not in containers, vans containers or tanks and, when so stated on the bill of lading, Carrier shall not be liable for any loss or damage caused by water incursion or other perils incident to such stowage.

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RULE No. 4 BILL OF LADING

B. STRAIGHT, NON-NEGOTIABLE BILL OF LADING (BACK CLAUSE)

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8. SPECIAL STOWAGE; REFRIGERATION. Goods will not be provided temperature controlled, insulated or naturally ventilated stowage unless agreed by Carrier, in writing in advance of Carrier's receipt of the Goods, and, in the absence of such agreement, the Shipper and Consignee warrant that the Goods do not require such protection. Carrier does not provide mechanically ventilated stowage and does not furnish or maintain preservative gasses in connection with temperature controlled stowage, and Carrier shall not be responsible for loss or damage to the Goods arising in whole or in part from any lack of mechanical ventilation or preservative gasses. With respect to refrigerated container shipments tendered at Carrier's container yard ("CY") in Carrier's 20-foot equipment, Carrier does not supply temperatures lower than -5 degrees F, and Carrier shall not be liable for any loss of or damage to the Goods arising by reason of the Goods requiring any lower temperature, and the Shipper, by tendering Goods to be refrigerated, warrants and agrees that said Goods may be carried without loss or damage at temperatures at and above -5 degrees F. With respect to refrigerated container shipments tendered at Carrier's terminal facilities in Carrier's 40-foot equipment, Carrier does not supply temperatures lower than -15 degrees F, and Carrier shall not be liable for loss of or damage to the Goods arising by reason of the Goods requiring any lower temperature, and the Shipper, by tendering Goods to be refrigerated, warrants and agrees that said Goods may be carried without loss or damage at temperatures at and above -15 degrees F.

9. RECONDITIONING, ETC. Carrier reserves the right to recondition, cooper, or restow the Goods whenever necessary for the safety of persons, the Vessel or the Goods or to bring the Goods into conformance with applicable law, and Carrier shall be reimbursed therefor at accessorial labor and equipment rental rates named in any applicable tariff or, if no such rates apply, at 120% of Carrier's costs of performing such work.

10. TRANSSHIPMENT; SUBSTITUTION OF VESSEL. Whether or not the Goods are consigned to a port or place where the Vessel discharges, Carrier may, without notice, transship the whole or any part of the Goods before or after loading at the original port of loading or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the place of delivery of the Goods, by any substituted or connecting water Carrier's vessel or other means of transportation by water, by land or by air, whether operated by Carrier or by others.

11. SCHEDULE; DELAY. Carrier does not undertake that the Goods will be transported from or loaded at the place of receiving or loading or will arrive at the place of discharge, delivery or transshipment aboard any particular vessel or other conveyance or at any particular date or time or to meet any particular market or in time for any particular use. Scheduled or advertised departure and arrival times are only expected times and may be advanced or delayed if Carrier or any connecting Carrier shall find it necessary, prudent or convenient. Carrier shall not be liable for any loss or damages whatsoever, including but not limited to incidental or consequential damages (even if Carrier is advised of the possibility of same), due in whole or in part to any delay in the scheduled departures or arrivals of the Vessel or other conveyances transporting the Goods.

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RULE No. 4 BILL OF LADING

B. STRAIGHT, NON-NEGOTIABLE BILL OF LADING (BACK CLAUSE)

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12. SCOPE OF VOYAGE; CARRIER'S LIBERTIES. Carrier may call at scheduled ports in or out of the usual order, may provide substituted service by modes other than water, may omit scheduled routes or ports, may include unscheduled routes or ports and may lighter the Goods. The Vessel may sail with or without tugs or pilots, undertake rescue or salvage, tow or be towed, or undergo dry-docking or repairs. In any situation whatsoever which, in the opinion of the master or Carrier, gives rise to risk of seizure, detention, damage, loss, delay or disadvantage to the Vessel or the Goods, or of materially detaining the equipment of Carrier or would make it imprudent, unlawful or commercially impracticable to commence or continue the voyage or to enter or discharge the Goods at the port of discharge, the master or Carrier may discharge the Goods, or any part of them, at any port or place considered by Carrier to be safe or advisable under the circumstances and forward or arrange to forward the Goods by land, water, or air conveyance, or place the Goods in a storage facility, all at the risk and expense of the Goods. The exercise of any of the foregoing liberties by Carrier or the master shall constitute performance under the transportation agreement and not a deviation from the scope of the voyage. When theGoods are discharged from the Vessel and delivered to a forwarding agent or Carrier or to a storage facility under the provisions of this paragraph, or when required to be delivered to local customs authorities under local law, such discharge and delivery shall constitute complete delivery and performance under the transportation agreement.

13. DELIVERY UNDER NEGOTIABLE BILLS OF LADING. Intentionally Omitted

14. UNDELIVERED GOODS. If, for any reason whatsoever, the Consignee refuses or fails to take delivery of the Goods upon their arrival and availability at destination and upon expiration of tariff-prescribed free time or any notice period as set forth in a notice of arrival, availability or demand given by Carrier, Carrier may, without further notice or demand, and in addition to any other legal or equitable remedies, exercise its maritime lien for any charges due at a private or judicial sale of the Goods, or may place the Goods in storage at the risk and expense of the Goods, subject to a lien in favor of Carrier for any charges due.

15. CARRIER'S CONTAINERS. Whenever a Shipper or Consignee, or an agent or contractor acting on behalf of either of them, shall take possession of Carrier's equipment including containers, semi-containers and refrigeration equipment, the Shipper or Consignee in possession, or for whose benefit an agent or contractor has taken possession, shall defend, indemnify and hold Carrier harmless from and against any loss or damage to Carrier's equipment and property owned by third parties and injury to or death of persons arising out of the use of said equipment. If containers supplied by or on behalf of the carrier are unpacked at the Merchant's premises or the premises of any other person to whom the merchant delivers or releases the containers, the Merchant is responsible for returning the empty containers free from labels etc, with interiors or internal surfaces brushed clean, odor free and in every respect fit for immediate reuse, to the point or place designated by the carrier, his servants or agents, within the time prescribed. Should a container not be returned as required above within the time prescribed, the carrier is entitled to take such steps as he considers appropriate for the account of the merchant and the merchant shall be liable for any detention, loss or expense incurred as a result thereof.

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RULE No. 4 BILL OF LADING

B. STRAIGHT, NON-NEGOTIABLE BILL OF LADING (BACK CLAUSE)

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16. DANGEROUS, HAZARDOUS OR NOXIOUS CARGO. Goods of a flammable, explosive, corrosive, radioactive, noxious, hazardous, unstable or dangerous nature, may at any time before discharge, be landed at any place, thrown overboard, destroyed or rendered innocuous without liability on the part of Carrier or other Shippers or consignees if, in the opinion of Carrier, such goods are or will become dangerous or noxious to the Vessel or to cargo or to persons. The Shipper shall indemnify Carrier for all losses, damages, (including, but not limited to, consequential damages such as lost profits and expenses related to Carrier's inability to use its vessels and equipment), liabilities, fines, civil penalties and expenses (including attorneys' fees) suffered by Carrier as a result of carriage or handling of suchGoods.

17. NEW JASON CLAUSE. General average to be payable according to York - Antwerp Rules, 1994, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply: 'In the case of accident, danger, damage or disaster, before or after commencement of the voyage, resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequence of which the shipowner is not responsible by statute, contract or otherwise, the goods, Shippers, consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, consignees or owners of the goods before delivery.

18. BOTH-TO-BLAME COLLISION CLAUSE. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servant of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or noncarrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.

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RULE No. 4 BILL OF LADING

B. STRAIGHT, NON-NEGOTIABLE BILL OF LADING (BACK CLAUSE)

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19. WAR RISKS; GOVERNMENTAL ORDERS. Carrier shall have liberty to carry Goods declared by any belligerent to be contraband and persons belonging to or intending to join the armed forces or governmental service of any belligerent; to sail armed or unarmed andwith or without convoy; and to comply with any orders, requests or directions as to loading, departure, arrival, routes, ports of call, stoppage, discharge, destination, delivery or otherwise, howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the Vessel, the right to give such orders, requests or directions. Delivery or other disposition of the Goods in accordance with such orders, requests or directions shall constitute performance of Carrier's delivery obligations under the transportation agreement, and all responsibility of Carrier, in whatever capacity, shall terminate upon such delivery or other disposition.

20. TIME FOR SUIT. Carrier, its agents, servants and subcontractors and the Vessel shall be discharged from all liability whatsoever for loss, damage, or expense on any theory of recovery, including but not limited to negligence, breach of contract, tort, violation of statute, law or regulation, strict liability, delay, misdelivery, conversion or otherwise, unless suit is brought and jurisdiction is obtained over Carrier by service of process within one year after delivery of the goods or the date when the Goods should have been delivered. Removal of the Goods into the custody of the person entitled to delivery shall be prima facie evidence of delivery of the Goods in the same condition in which they were received by Carrier unless notice of loss or damage is given within three calendar days of such delivery.

21. LAW& JURISDICTION. Except as provided in paragraph 2, the transportation agreement shall be governed by the law of the United States, and all claims, suits, proceedings or disputes arising hereunder shall be brought in and be subject to the sole and exclusive jurisdiction of the United States District Court for the Northern District of California unless otherwise agreed between Carrier and the cargo owner.

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RULE No. 4 BILL OF LADING

B. STRAIGHT, NON-NEGOTIABLE BILL OF LADING (BACK CLAUSE)

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22. LIMITATION OF CARRIER'S LIABILITY; AGREED VALUE. Unless the Shipper shall cause the nature and value of the Goods to be declared before shipment and pay freight at the ad valorem rate set forth in Carrier's tariffs, the Shipper agrees that for the purpose of computing any liability of Carrier for loss or damage to the Goods, the value of the Goods shall be their market value at destination which shall be presumed to be invoice cost plus freight and insurance (or, where there is no invoice, the value of the Goods at the time and place of shipment plus freight and insurance). In no event shall Carrier's liability exceed U.S. $500 per package lawful money of the United States, or in case of Goods not shipped in packages, U.S. $500 per customary freight unit. Notwithstanding the foregoing, to the extent that another international convention or national law governing Carrier's liability is held applicable or precludes the application of COGSA, then such international convention or national law shall to that extent be applied in determining Carrier's liability and the words "666.67 SDRs per package or 2 SDRs per kilo of the gross weight of the Goods lost or damaged, whichever is higher" shall be substituted for the words "U.S. $500 per package lawful money of the United States, or in case of Goods not shipped in packages, U.S. $500 per customary freight unit" in the previous sentence. In no event shall Carrier be liable for more than the amount of damage actually sustained, nor shall Carrier be liable for loss of or damage to any Goods not identified in the transportation documents furnished to Carrier nor shall Carrier be liable for incidental or consequential damages arising from any cause whatsoever (even if Carrier has been advised of the possibility of the same).

23. VALUABLE GOODS. Carrier shall not be liable to any extent for any loss or damage to or in connection with the transportation of bullion or other precious metals, coins, currency, jewelry, bills of any bank or public body, diamonds or other precious stones, or any platinum, gold or silver in a manufactured or unmanufactured state, bank notes, or securities for payment of money, bonds or other negotiable instruments, stamps, printings, engravings, pictures, furs, or any other precious or extraordinarily valuable cargo, unless the true nature and value of the cargo has been declared in writing by the Shipper before receipt of the cargo by Carrier, and the same is inserted in the front side of this bill of lading and an appropriate ad valorem freight is paid.

24. LIVE ANIMALS. Live animals, including but not limited to birds, reptiles and fish, are received and carried at the Shipper's and Consignee's risk of accident or mortality, and Carrier shall not be liable for any loss or damage thereto or in connection with the transportation thereof arising or resulting from any matters mentioned in section 4, subsections 2(a) through (p) of COGSA, or from any cause whatsoever not due to the fault of Carrier and/or its agents, servants, and subcontractors. In any event, Carrier shall not be liable for any amount in excess of the limitations set forth in this bill of lading.

RULE No. 5 DECLARED VALUATION

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

The rate or rates named in any individual rate item in this tariff which is dependent upon a declaration of the value of the shipment, such declaration must be shown on bill of lading at time of shipment.

Unless a higher value is stated in the shipping receipt and again in the Bill of Lading, the value of the goods is taken to be the invoice cost plus freight prepaid, but not in excess of the amount stipulated in the Carrier's Bill of Lading. If a higher value is stated in the shipping receipt and again in the Bill of Lading and declared to be the basis for freight, the rates of freight named in tariffs will be charges plus 2 percent of the value that is declared in excess of the amount stipulated in the Carrier's Bill of Lading. This Ad Valorem charge shall be in addition to all other rates and charges in effect on the shipment.

RULE No. 6 CONTROL OF CONTAINER/EXCLUSIVE USE

Except as provided in Part 2 of this rule, no shipment is entitled to the exclusive use of the container in which it is transported. The Carrier has control of the container and the unrestricted right to:

1. Select the container or containers for the transportation of a shipment.

2. Transfer the Shipment to other containers, or

3. To load other freight in the same container with any such shipment.

The provisions of this rule will not apply where rate is shown as single charge per container.

RULE No. 7 DOCUMENTATION PREPARATION/PROCESSING FEE

A charge of $ 45.00 per Bill of Lading will be assessed on all shipments to or from Puerto Rico. This charge covers the preparation, processing and/or distribution of the following documents:

Bills of Lading
Drafts or commercial invoice
Freight bills

Shipper is required to submit complete documentation information by 5:00 PM (EST) the day prior to the vessel sailing date. Any late submission beyond that time will be assessed a $75.00 late fee to be charged against the Bill of Lading.

RULE No. 8 BUNKER CHARGE (BC)

The Bunker Charge (BC), which may be adjusted, on a per container basis will be assessed as follows:

Port of Load	For all equipment sizes and types
U.S. Ports (see rule 1-A)	$ 1225.00 per each expiring on June 30, 2026 (D) ~~$ 1350.00 per each effective on July 1, 2026~~ (N)(R) $ 1275.00 per each effective on July 1, 2026

Unless otherwise provided, the Bunker Charge (BC) will be assessed on all shipments from Houston to Puerto Rico.

RULE No. 8-A LOW SULPHUR FUEL SURCHARGE (IMO)

The new International Maritime Organization (IMO) Low Sulphur Regulation was effective from 1 January 2020 and will require all shipping companies to reduce their Sulphur emissions by 85%. This new regulation aims to reduce the environmental impact of the industry and significantly improve air quality.

Due to the increased costs to comply with this IMO regulation, a Low Sulphur Fuel Surcharge will be assessed on all shipments to Puerto Rico:

Port of Load	For all equipment sizes and types
U.S. Ports (see rule 1-A)	$ 49.00 per each effective July 1, 2021.

This charge (IMO) may be adjusted.

RULE No. 8-B EMERGENCY BUNKER SURCHARGE (EBS)

Due to hostilities causing suddenly increasing fuel costs, an Emergency Bunker Surcharge (EBS) on a per container basis will be assessed as follows:

Port of Load	For all equipment sizes and types
U.S. Ports (see rule 1-A)	$ 375.00 per each, except refrigerated $ 425.00 per 40’ refrigerated container

Unless otherwise provided, this Emergency Bunker Surcharge (EBS) will be assessed on all shipments from Houston to Puerto Rico.

(C) RULE No. 9 PORT SECURITY CHARGE

Unless otherwise provided, the following charge will be assessed on:

1. All shipments to or from Puerto Rico:

   $120.00 per Container

2. All Empty containers from Houston, TX to Puerto Rico

   $10.00 per Empty Container

RULE No. 10 SHIPPER'S LOAD, STOW, AND COUNT SHIPMENTS

BILL OF LADING CONDITIONS:

Containers or containers loaded by Shipper (or his agent) will be accepted on the basis of a "Shipper Load,
Stow and Count" bill of lading subject to the following provisions:

1. Carrier will not be responsible either directly or indirectly for damage resulting from improper loading, stowing or mixing of articles in containers or for discrepancy in count or concealed damage to articles. The Carrier will not be liable, whatsoever, including but not limited to shortage when Shipper delivers the container with the seal intact.

2. Shipper shall furnish Carrier with a list of contents showing description of goods and the gross weight and cubic measurement of the contents of the container. Carrier reserves the right to open and inspect the contents of a container making proper notations on the bill of lading, resealing the container with Carrier's seal.

3. When containers loaded with goods moving subject to Shipper's load, stow and count are delivered to consignee or his agent, consignee or his agent must furnish Carrier with a clean receipt prior to release of container of contents for delivery.

4. Shipper shall be held responsible and agree to pay for any damage, repairs or replacement of container in the event of damage to or total loss of container due to improper stowage of cargo in said container.

(C) Matter moved from 10th Revised Page 28

RULE No. 11 RESTRICTED ARTICLES

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

(a) Explosives, inflammable, dangerous or objectionable goods will be accepted for transportation only after prior booking arrangements have been made with and accepted by Carrier, which reserves the right to refuse to accept or transport any goods which in its judgment are objectionable or likely to injure the vessel, docks or other cargo or for which in the Carrier's judgment it has not safe and suitable stowage, and only when shipping containers, marking, and packing requirements for, and handling, stowage and transportation of explosives, and hazardous and dangerous articles other than explosives, are in accordance with the rules and regulations prescribed in Agent Phemister's Bureau of Explosives Tariff No. BOE-6000-E, FMC-F No. 33, supplements thereto and reissues thereof;

(b) Freight, loose or in bulk (unpackaged), except when prior arrangements have been concluded with Carrier;

(c) Freight, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier;

(d) Freight which because of its inherent vice is likely to impregnate or otherwise damage Carrier’s containers or other cargo;

(e) Live animals, or fowl, or birds, domestic or wild;

(f) Freight which requires protection from heat or cold except for freight moving under "Refrigerated Cargo" rates, and then subject to the further restrictions as to temperature specified in Rule No. 40.

(g) All goods, including letters, parcels, packages or pieces, with or without postage stamps affixed, which prior to receipt by Carrier have been received by and entered into any U.S. Post Office;

(h) Bank bills, coin or currency, deeds, DRAFT4s, notes or valuable paper of any kind, jewelry including costume or novelty jewelry, postage stamps or letters and packets of letters with or without postage stamps affixed; 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, and then subject to the provisions of Valuation Rule No. 5.

(i) Boats unless prior arrangements have been concluded with Carrier;

(j) Evergreens, decorative, cut, NOS, unless prior arrangements have been concluded with Carrier;

(k) Butter or margarine will not be accepted for transportation except when tendered in temperature controlled containers.

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RULE No. 11 RESTRICTED ARTICLES

(concluded from the previous page)

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

(l) Hazardous waste, except when prior arrangements have been concluded with Carrier.

The Carrier will not accept for shipment the following hazardous wastes: explosive material, hazard division 1.1, 1.2 or 1.3 as defined by CFR 173.50, poisonous material, hazard division 6.1, packing group I or II, as defined in CFR 173.132, and poisonous gas, hazard divison 2.3, as defined in CFR 173.115.

(m) Articles unlawful to transport.
(n) Firearms or ammunition or other goods in violation of any of the provisions of Title 18 United States Code Section 921, et seq. (commonly known as the Gun Control Act of 1968). If Carrier knows or has reasonable cause to believe that the transportation or receipt of firearms or ammunition or other goods is in violation of the provisions of the Gun Control Act of 1968 or other provisions of federal, state, or municipal law, upon request Shipper must certify that the shipment is lawful and agree to indemnify Carrier for any criminal or civil liability that arises from transportation or receipt of such firearms, ammunition or other goods.

(o) Container cargo tendered at CY weighing over 50,000 lbs., including the weight of the container.

(p) Except when prior booking arrangements have been concluded with Carrier , individual pieces weighing over 34,000 lbs. tendered as non-container cargo at CY.

RULE No. 12 HAZARDOUS CARGO

1. This tariff is subject to the provisions of Bureau of Explosives' tariff No. ICC BOE 6000-A covering the handling of explosives and other dangerous articles except that Carrier will not accept shipments of articles named in paragraph 4.

2 Dangerous, explosives, inflammable, odorous or objectionable goods will be accepted for transportation only after prior booking arrangements have been made with Carrier, which reserves the right to refuse to accept or transport any goods which in its judgment are objectionable or likely to injure the vessel, docks or other cargo or for which in the Carrier's judgment it has not safe and suitable stowage.

3. In the absence of specific rate provisions, all commodities which, according to the regulations in Agent T.A. Phemister's Tariff No. ICC BOE 6000-A, supplements thereto or reissues thereof, are required to be carried on cargo vessels on deck only, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine" or which cannot be loaded or unloaded without a permit from the United States Coast Guard, shall be considered, for tariff purposes, as dangerous or hazardous, and rated accordingly.

4. The Explosives and other Dangerous Articles shown below will not be accepted for transportation by Carrier or its connections:

EXPLOSIVES as described in Tariff No. ICC BOE 6000-A, issued by T.A. Phemister, Agent:

All Class B - Dangerous Explosives except: (See EXCEPTION)
Inflammable Solids and Oxidizing Materials, Viz: Ammonium Nitrate, organic coated
Compressed Gases, Viz: Liquid Oxygen
Red Label Cargo, Viz: Pyrophoric Liquids

EXCEPTION - Propellant explosives, Class B other than liquid, will be accepted subject to restriction outlined in individual rates.

5. It will be the Shipper's responsibility to see that shipments are clearly marked with the required labels and placards. When containerload shipments requiring placards are received unplacarded and the Shipper requests Carrier, in writing, to placard the shipment, the Carrier will furnish and placard the (A) shipment at a charge of $100.00 per placard set.

6. (Dangerous, Explosive, Inflammable, Odorous or Objectionable Goods)

In the event a Shipper uses a container owned or supplied by the Carrier to transport HAZARDOUS WASTE, Shipper is obligated to clean and inspect that container and return it to the Carrier in such a condition that it can be used to safely transport other cargos.

If the container is returned to the Carrier in a condition deemed unacceptable by the Carrier to safely transport other cargo, the Shipper will be billed for the cost of cleaning the container subject to a minimum charge of $200.00 per container.

If the Shipper prefers to perform his own cleaning in lieu of paying the $200.00 minimum charge, Carrier will accept a certification of cleanliness by a mutually agreed upon off terminal vendor.

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RULE No. 12 HAZARDOUS CARGO

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7. Carrier undertakes to carry goods, the carriage of which requires a HAZARDOUS WASTE manifest as defined by the United States Environmental Protection Agency, (hereinafter "Goods") only upon Carrier's acceptance of a prior application by Shipper for the carriage of such Goods. The Carrier shall not carry goods otherwise prohibited from carriage by the Carrier's internal policies. Such application shall state:

   (a) The full name, address and EPA number, if applicable, of the generator, each transporter, and the storage or disposal site of the Goods;
   (b) The name, amount, type and classification of Goods to be shipped; and
   (c) A twenty four hour emergency telephone contact in compliance with applicable laws and regulations; and
   (d) Any special handling instructions for the Goods, so long as such instructions do not contravene federal, state and local laws or regulations.

8. Shipper shall undertake that all Goods transported shall conform to the requirements of the applicable tariffs, shall be accompanied by all required shipping documents, registrations and/or certificates, and shall be properly packaged, marked, labeled, and placarded, as required by applicable federal, state and local laws and regulations or by Carrier. The goods shall be distinctly and permanently marked and manifested on the outside of the package(s), container(s), container(s) or railcar(s). Such Goods shall also by accompanied by hazardous waste manifests as required by applicable federal, state and local laws and regulations.

   In addition to manifests and other documentation with each request for transportation services, Shipper shall, upon request, provide Carrier with accurate and descriptive chemical and physical data on the character of the Goods to be transported, prior to actual shipment.

9. Shipper shall have the sole responsibility, at its sole expense, for properly packaging, labeling, marking, blocking, bracing, placarding, loading and unloading the Goods into and out of containers to be transported. Shipper shall comply with all applicable federal, state and local laws and regulations regarding loading, unloading and handling of the Goods. Shipper shall not load or unload Goods on Carrier's property, except when a separate agreement for such activity has been executed by Carrier and Shipper. Carrier shall advise Shipper or any defects in packaging, labeling, marking, blocking, bracing, placarding, loading or unloading the Goods of which it is aware, provided, that Carrier has no obligation to inspect for such defects.

10. Carrier is a transporter only. In no event will Carrier ever take such action as would expose Carrier to liability as a generator or an operator of a storage or disposal facility under applicable federal, state and local laws and regulations. Carrier has not arranged for the disposal of the Goods or has Carrier taken any action to select a facility for disposal or storage of the Goods. Therefore, Shipper warrants as follows:

    (a) that is authorized to enter into contracts with other companies or governmental agencies to store or dispose of Goods at storage or disposal sites owned and/or operated either by Shipper or by other storage or disposal systems:

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RULE No. 12 HAZARDOUS CARGO

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10.

(b) that it has arranged for all transportation to the Carrier's terminal of origin. In no event shall the Goods remain at the Carrier's terminal of origin for more than seven (7) days of delivery by the Shipper to the terminal of origin, the Carrier shall have the right to require the Shipper to remove the Goods from the terminal of origin within seventy-two (72) hours of the Carrier providing notice to the Shipper that the Goods must be removed with all costs of removal for the account of the Shipper. Shipper shall also arrange for all further transportation to or from the destination terminal after delivery of the Goods by the Carrier to destination terminal and for storage or disposal of the Goods in accordance with all applicable federal, state and local laws and regulations, and that Carrier has no obligation or responsibility to arrange for further transportation to or from Carrier's facilities or for storage or disposal of Goods contained in any shipment;

(c) that the facilities it has selected, in its sole discretion, for storage or disposal of the Goods ("Designated Facilities") are permitted storage or disposal facilities under all applicable federal, state and local laws and regulations, and that Carrier has no obligation or responsibility to select or approve the Designated Facilities; and

(d) that it has and will maintain in effect all applicable federal, state or local permits and licenses required to operate Shipper's Designated Facilities, and when delivery is to a Designated Facility not owned or operated by Shipper, that it has selected such Designated Facility based on the fact that such Designated Facility has in effect all applicable federal, state and local permits and licenses required for operation.

11. If Carrier is unable to deliver the Goods to the Designated Facility, or to an alternate facility, if one has been designated by Shipper in the manifest and if an emergency prevents delivery of the Goods to the primary designated Facility, Shipper must either designate another facility or instruct Carrier to return the Goods. Shipper warrants that any alternate facility it may designate satisfies all the terms of Paragraph 10 above. Shipper shall be liable for all costs incurred by Carrier in delivering the Goods to the alternate facility or in returning the Goods to Shipper. Shipper shall issue a new manifest for the alternate facility, as required by applicable laws and regulations.

Shipper is required to remove the Goods from the Carrier's destination terminal within seventy-two (72) hours of arrival, unless Carrier has specifically agreed in writing that the Goods may remain at the Carrier's destination terminal for more than seventy-two (72) hours but in no event shall the Goods remain at the destination terminal more than seven (7) days. In the event Shipper fails to remove the Goods from the Carrier's destination terminal within that stated time period, Carrier shall have the right to return the Goods immediately to Shipper at the terminal of origin with all costs of return transportation for the account of the Shipper. In the event that Carrier exercises its right to return the Goods to the terminal of origin, the Shipper shall be required to remove the Goods from the Carrier's terminal of origin within seventy-two (72) hours of their arrival. Shipper in all cases has the responsibility to arrange for transportation of the Goods to or from the Carrier's facilities in acordance with Paragraph 10-(b) above.

12. In the event of an incident, release, discharge or spill, Shipper will cooperate fully with Carrier as to all corrective and remedial action necessary to satisfy applicable federal, state and local laws and regulation, including cleanup, re-containment and disposal or re-transportation.

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RULE No. 12 HAZARDOUS CARGO

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13. Shipper shall keep accurate records of shipments covered by this agreement for a period of three (3) years or that time period set by statute or regulation, whichever is longer, and Carrier or its duly authorized representative shall have access at all reasonable times to such records for the purpose of auditing and verifying performances of obligations hereunder and costs or charges for the performances of those obligations.

14. Carrier shall defend, indemnify and hold harmless Shipper and its affiliated companies, their officers, agents and employees, from and against any and all claims, demands, direct damages, losses penalties or liabilities, including all attorneys' fees, expenses and interest thereon at 4 points over the prime rate, to the extent such arise out of the Carrier's breach of its obligations under this Article 14, failure to comply with all applicable federal, state and local laws and regulations, Carrier's negligence or Carrier's willful misconduct.

15. In furtherance of and not in limitation of the foregoing indemnity set forth in Article 9 and to the extent allowable by applicable law, Shipper agrees to indemnify, protect, defend and hold Carrier, Carrier's permitted successors and assigns, and the vessels, employees, agents and contractors of Carrier harmless from any claims for personal injury or real or personal property damage, actions, administrative proceedings (including both formal and informal proceedings), judgments, damages, penalties, fines, costs, and liabilities (including sums paid in settlements of claims), including reasonable attorneys' fees and expenses (including any such fees and expenses incurred in enforcing the tariff or this indemnity, consultant fees, and expert fees, together with all other reasonable indemnity, consultant fees, and expert fees, together with all other reasonable costs and expenses (collectively, the "Claims and Costs") that arise from, or in connection with the presence of Hazardous Substances (as defined below) released in the air, soil, ground water or surface water. The indemnity provided herein specifically includes but is not limited to, Claims and Costs under any and all applicable environmental federal, state or local laws and regulations, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. paragraph 9601 et. seq., any applicable state or local Model Toxics Control Act or similar act, the Resource Recovery and Conservation Act 42 U.S.C. paragraph 6901 et. seq., any applicable state or local Hazardous Waste Management Act, or similar act, the Clean Water Act 33 U.S.C. paragraph 1251 et. seq., the Clean Air Act, 42 U.S.C. paragraph 7401 et.seq., and any other applicable environmental law.

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RULE No. 12 HAZARDOUS CARGO

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15. For purposes of the tariff and this Indemnity, "Hazardous Substances" means any substance, material or waste listed in the United States Department of Transportation Hazardous Material Table (49 CFR 1.172.201) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302), and including any material, waste or substance which is (a) petroleum, (b) polychlorinated biphenyls, (c) defined as a "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", or "hazardous substance" or any similar term under any applicable state or local Hazardous Waste Management Act or similar law or under any applicable state or local Model Toxics Control Act or similar law, (d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. paragraph 1251 et. se.) (33 U.S.C. paragraph 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. paragraph 1317), (e) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. paragraph 9601, et. se. (42 U.S.C. paragraph 9601), and any other substance or matter defined as a toxic or hazardous substance or material or pollutant or contaminant under any other Environmental Law.

16. Shipper shall indemnify and hold harmless Carrier against any and all lawsuits, claims, fines or penalties, whether civil or criminal, which may be asserted, brought or levied against Carrier as a direct or indirect result of Shipper's failure to comply with the provisions of this item, including Tariff BOE 6000-Series, or as a result of a Shipper's failure to comply with any applicable Federal, State, or Municipal law, rule or regulation pertaining to packaging, placarding, handling, storage, transportation or disposal of hazardous materials and/or hazardous waste. Shipper's liability to Carrier as described above shall extend to any and all costs of litigation, including attorneys' fees and expenses, and expert and witness fees and expenses, as well as amounts paid by Carrier's to satisfy settlements, judgments, fines or penalties. Shipper must present at time of tender all shipping papers as required for the movement of hazardous materials.

17. Unless otherwise indicated in individual rates, all Hazardous Cargo will be subject to a Hazardous Cargo Charge as follows:

$150.00 per container

(A) 18. Segregation Fee for Hazardous Cargo (including Waste):

$235.00 per container (See Rule 203)

(A) Effective April 11, 2025.

RULE No. 13 PALLETIZED CARGO AND DUNNAGE

A. PALLETIZED

Palletized cargo shall consist of packaged cargo that has been loaded on the pallet prior to delivery to the Carrier. The pallets must be suitable for handling by mechanical equipment and shall conform to the following regulations:

1. All surfaces must be reasonably flat, the top surface reasonably level, as well as squared on the four sides to resemble a smooth block, so that block stowage can be accomplished.

2. Articles shipped on pallets will be charged freight based on the actual gross weight or measurement of the cargo, not including the weight or measurement of the pallets themselves, at the applicable rate or rates provided in this Tariff. The Shipper must specify the number and weight of the pallets on the Bill of Lading at time of shipment.

3. Slip sheets will be considered pallets in applying this Item.

4. Except as specifically published in individual items, rates do not include return of empty pallets.

B. DUNNAGE

1. Any Temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports (hereinafter referred to as Dunnage) not constituting a shipping Carrier, container or package, or a part of the vehicle when required to protect and make shipments secure for transportation must be furnished and installed by the Shipper at his expense.

2. An allowance will be made for actual weight of the Dunnage as described in paragraph above, but not to exceed 500 lbs. per container provided the gross weight of the shipment and the actual weight of the dunnage are separately stated on the bill of lading. Any weight of Dunnage in excess of 500 lbs. per container will be assessed on the basis of the actual weight thereof at the rate assessed on the article in the shipment taking the lowest rate.

RULE No. 14 PACKAGE REQUIREMENTS

1. Where no package specifications are prescribed in individual rates in this tariff, the articles or commodities will be accepted in any package which, in the judgment of Carrier, adequately protects the article or commodity from any damage in ordinary handling and stowage.

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

3. When any individual rate item in this Tariff specifies any specific method of packing, the rates named in that item will only apply to articles or commodities so packed.

RULE No. 15 MISDESCRIPTION OF CARGO

The consignor warrants the accuracy of the description in the bill of lading of his goods. If such description proves to be inaccurate the consignor, consignee and/or owner of the goods will be jointly and severally liable for the correct freight rate applying, less any freight actually paid on said goods.

RULE No. 16 SHIPPER'S EXPORT DECLARATION (SED)

Shipper (or its Authorized Agent) must prepare and file, prior to vessel departure, a Shipper's Export Declaration ("SED") with the U.S. Bureau of the Census ("Census") for cargo shipped in the U.S. noncontiguous domestic trade with Puerto Rico, unless Shipper has pre-approval from Census to file the SED after vessel departure or Shipper has a filing exemption from Census.

If Shipper files directly with AES (Automated Export System; www.aesdirect.gov), Shipper must provide Carrier with the XTN# provided by the AES system together with Shipper's shipping instructions. If Shipper has a filing exemption, Shipper must provide the exemption statement on Shipper s letterhead to Carrier not later than the time Shipper provides its shipping instructions to Carrier.

Upon Shipper's request and if Carrier agrees, Carrier will prepare and file an SED with Census on behalf of Shipper provided the following conditions are met:

Shipper must provide Carrier with a signed "Written Authorization to Prepare and Transmit Shipper's Export Information". See below.

Prior to Carrier's scheduled vessel departure, Shipper must provide to Carrier, together with Shipper's shipping instructions, the SED information required by Census.

The charge for Carrier's performance of service pursuant to this Rule is $100 Per SED.

Regardless of the filing party, Shipper shall be liable for and shall indemnify and hold Carrier harmless from any fines or penalties imposed on Carrier arising from Shipper's failure to provide timely, accurate, and/or complete SED information.

SHIPPER'S EXPORT DECLARATION (SED) WRITTEN AUTHORIZATION
Please Complete on Shipper's Letterhead

WRITTEN AUTHORIZATION TO PREPARE AND TRANSMIT SHIPPER'S EXPORT INFORMATION

I_____, authorize NATIONAL SHIPPING OF AMERICA, LLC
Shipper (U.S. Principal Party in Interest) Agent

as Agent for the limited purpose of preparing and transmitting Shipper's Export Declaration (SED) and such SED export information electronically, which may be required by law or regulation in connection with the exportation or transportation of any merchandise on behalf of said U.S. Principal Party in Interest. The U.S. Principal Party in Interest certifies that necessary and proper documentation to accurately complete the SED or transmit the information electronically is and will be provided to said Agent. The U.S. Principal Party in Interest further understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations on exportation and agrees to be bound by all statements of said Agent based upon information or documentation provided by Shipper to said agent.

Signature: _____
(U.S. Principal Party in Interest)

Title: _____

Date: _____

RULE No. 17 DECLARATION OF HAZARDOUS AND IN BOND CARGO

Federal laws require that all Hazardous Cargo and Shipments moving under the custody of custom - in bond - be declared on the face of the Bill of Lading.

Any fines or penalties to this Carrier resulting from failure of the Shipper, Shipper's agent or a Non-Vessel Operating Common Carrier acting as Shipper, to declare on the Carrier's Bill of Lading all hazardous and/or cargo moving in bond will be for the account of the Shipper and/or owner of the goods.

RULE No. 18 HAZARDOUS WASTE CARGO MANIFEST CHARGE

Except as otherwise specified in a rate, all shipments of hazardous waste will be subject to a Hazardous Cargo Manifest surcharge per the scale below.

This surcharge will be applied per data entry performed by Carrier to fulfill US Coast Guard and DOT requirements under 49CFR176.30. For purposes of application, each data entry refers to each separate chemical within the container.

50 to 100 entries tendered 5 days prior to sailing	= $100 PC
50 to 100 entries tendered less than 5 days prior to sailing	= $250 PC
101 to 250 entries tendered 5 days prior to sailing	= $200 PC
101 to 250 entries tendered less than 5 days prior to sailing	= $350 PC
251 or more entries tendered 5 days prior to sailing	= $300 PC
251 or more entries tendered less than 5 days prior to sailing	= $450 PC

RULE No. 19 GOVERNMENT INSPECTION OF CARGO

1. Carrier requires U.S.D.A. Commodity Certificates upon receipt of Fresh Fruits and Vegetables under the conditions listed below: (See NOTE 2)

   a. When Carrier's equipment is loaded away from Carrier's facility.
   b. Where the inherent vice of the commodity is such as to adversely affect the conditions thereof during transit.

2. Where Carrier is required to provide additional labor or tractor service on shipments requiring inspection by U.S. Department of Agriculture, Plant Quarantine Division, U.S. Customs Service or any other federal or local governmental institution in authority to require said action, these shipments will be subject to the following additional charges, in addition to all applicable ones.

a. Visual or partial inspection not requiring stripping or unloading the container	$50.00 Per Container
b. Complete inspection requiring stripping or unloading of the container (NOTE 1)	Up to a maximum of $2,500.00 Per Container

NOTE 1 - In the event that the inspection of the U.S. Department of Agriculture requires Carrier to contract labor for unloading/reloading of cargo from/to container this will be made at full expense of the Shipper. Carrier will notify Shipper giving him the option to remove the shipment from Carrier's facility and perform the required unloading/reloading at Shipper's facilities if the U.S. Department of Agriculture so authorizes. USDA release for shipment should be presented to Carrier for shipment.

NOTE 2 - Carrier will advise Shipper at time of booking.

RULE No. 20 CARRIER CARGO INSPECTION

The Carrier reserves the right to open and inspect the contents of a container to verify proper cargo descriptions for the purpose of determining proper freight and accessorial charges and to determine proper stowage for safe transportation. Such inspection shall be performed by Carrier or by Carrier's appointed inspection body. Any container seals removed for this purpose shall be replaced by new seals.

In the event such inspection results in additional freight charges due to improper descriptions, such additional charges plus a penalty of $ 1,000 will apply. Any additional freight charges and penalty must be paid prior to the release of the shipment.

When loading and/or reloading of the shipment is required and the transfer confirms additional charges described above, the cost of the unloading and/or reloading shall be assessed at a rate of $1000.00 per container which will be in addition to all other charges.

Where non-declared Hazardous Cargo as defined by Title 49 of the code of Federal Regulations is found, a flat charge of $1000.00 per container will be assessed in addition to any additional freight and penalty charges as specified herein.

NOTE 1:
Any Shipper that disputes a finding by Carrier's appointed inspection body with respect to its shipment may attempt to resolve the dispute by presenting to the Carrier all documents, information and arguments it deems relevant.

NOTE 2:
The Carrier or its agents may request from the cargo interest the governing Hacienda Stamped, approved commercial invoice in order to confirm the commodity descriptions.

INSPECTION IN PUERTO RICO

When Carrier is required to provide additional labor or tractor service on shipments requiring inspection by U.S. Department of Agriculture, Plant Quarantine Division of U.S. Customs Service, Such shipments will be subject to a charge of $100.00 per container, which shall be in addition to all other applicable charges.

RULE No. 21 OVERWEIGHT RULE

INTERMODAL SAFE CONTAINER ACT OF 1992

1. Shipper shall not tender, and Carrier may refuse, a container stuffed by a Shipper or its agent with a total gross weight in excess of the maximum gross weight capacity 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, unloading, stuffing and re-stuffing of containers, and additional equipment costs) will be for the joint and several account of the Shipper, Consignee, and Cargo Owner.

Any such expenses shall be paid to the Carrier before return of the container to the Shipper or release of the container to the Consignee.

2. Notwithstanding the maximum weights set forth above, it is the responsibility of the Shipper to insure that any container tendered by it to a Carrier for transportation under scope of this tariff complies with the 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 limitations than set forth above.

3. If for any reason a container exceeding the maximum weights set forth above has been loaded aboard a Carrier's vessel, such container shall be discharged to the Consignee at a U.S. port and Carrier shall not transport or arrange to transport such container to any U.S. inland destination. Alternatively, the Carrier at its option and at the expense and responsibility of the Shipper, Consignee, and Cargo Owner, may take the following steps:

a. Cargo will be removed from the container in order to reduce the weight to an allowable amount and make the container ready for lawful road transportation. To the extent necessary, cargo shall be stripped, segregated, re-stuffed, etc..

b. The cargo so removed will be forwarded to Consignee as a separated freight collect shipment from the point of removal to point of final destination.

c. The rates to be applied for the transportation of any such cargo will be those of the U.S. inland Carrier that is engaged to transport the cargo.

Under either alternative, excess cargo shall be assessed a charge of USD 150.00 in addition to all other freight and other costs and expenses set forth herein.

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RULE No. 21 OVERWEIGHT RULE

INTERMODAL SAFE CONTAINER ACT OF 1992

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4. a. In the case of containers supplied, stowed or packed by Shipper, Consignee, or Cargo Owner or supplied, stowed, or packed on its behalf, Shipper, Consignee and Cargo Owner shall be jointly, severally and absolutely liable to Carrier or to any other party, without regard to intent, negligence, or any other factor for:

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

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

(iii) Liability for Violation of the Intermodal Safe Container Transportation Act of 1992, as amended. The loses, damages, fines, penalties, costs (including attorney's fees), bonds, interest and any other sanctions referred to in subparagraphs (i) and (ii) above include, but are not limited to, any sanctions or monetary claims of any kind imposed or asserted by the United States, a State of the United States, or any other entity or person, (whether public or private) pursuant to the authority of the Intermodal Safe Container Transportation Act of 1992, as amended (the or pursuant to any state law implementing or addressing the same subject matter as the Act. The Act requires that any person tendering for Intermodal transportation a loaded container with a gross cargo weight over 29,000 pounds must provide to the initial Carrier at or before the time the container 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, (3) the identity of the certifying party, 4) the container number and (5) the date of the certification.

(iv) Any charge incurred in re-handling cargo to correct any defect or failure described in subparagraphs (i) and (ii) above shall be for the joint and several account of Shipper, Consignee, and Cargo Owner.

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RULE No. 21 OVERWEIGHT RULE

INTERMODAL SAFE CONTAINER ACT OF 1992

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4. b. Shipper, Consignee, and Cargo Owner each agree, where its act or omission (or that of its agent) is a proximate cause of any loss, damage, penalty, fine, cost (including attorney's fees), bond, interest, or other sanction described in subparagraph (a) above, to indemnify and hold harmless Carrier from any such loss, damage, penalty, fine, cost (including attorney's fees), bond, interest, or other sanction and from the cost of defending claims, suites or assessments against Carrier, its agents or participating motor Carriers, including without limitation reasonable attorney's fees.

5. The Carrier my refuse to release a container to a Consignee until all fines, penalties, costs (including attorney's fees), bond, interest, and other sanctions have been satisfied or the Carrier has been reimbursed for payment of same.

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

RULE No. 22 GOVERNING PUBLICATIONS

Except otherwise as may be provided in individual Rules or Items, this Tariff is governed by the following publications, including supplements, corrections and reissues thereof:

TITLE OF PUBLICATION	ISSUING AGENT	DESIGNATION
BUREAU OF EXPLOSIVES' TARIFF NO. 6000-A	T.A.Phemister, Agent,	ICC BOE 6000-A
THE OFFICIAL INTERMODAL EQUIPMENT REGISTER	Intermodal Publishing Company LTD, Agent.	ICC OIER NO. 6038 Series
UNIFORM INTERMODAL INTERCHANGE & FACILITIES ACCESS AGREEMENT	Intermodal Association of North America	UIIA
INTER-MARINE PUBLIC TERMINAL FMC TERMINAL TARIFF	INTERSHIP	No. 001609-001

Reference herein to items, pages or other units, in this or other publications, includes reference to the arrangements whereby such items, pages, or other units may be amended or superseded in supplements to or successive issues of such publications, and the numbers of such items, pages or other units are also inclusive.

Rule Nos. 23-29

RESERVED FOR FUTURE USE

RULE No. 30 PAYMENT OF FREIGHT CHARGES

A. GENERAL

Except as specifically provided in this Tariff, no charges in the United States will be advanced.

Full freight to the port of discharge named on the bill of lading and all advance charges against the goods shall be considered completely earned and due on receipt of the goods by Carrier, even though the vessel or goods are damaged or lost or the voyage is frustrated or abandoned.

All sums payable to Carrier are due when incurred and shall be paid in full in United States currency.

C.O.D. Shipments will not be accepted.

In the event of an overpayment of transportation charges due hereunder by Shipper, Carrier reserves the right to apply any portion of such overpayment to any account receivable of Shipper. Carrier will provide a written statement to Shipper of the portion of the overpayment applied to the account receivable, and will refund (or credit) any remaining amount. Carrier shall not exercise the foregoing right with respect to an account receivable that has been disputed in good faith by Shipper in accordance with applicable procedures.

The Shipper, consignee, holder of the Bill of Lading, owner of the goods, merchant, principals of said liable parties, and bill to party if any, shall be jointly and severally liable to Carrier for the payment of all freight, demurrage, General Average and other charges, notwithstanding any extension of credit to a party by Carrier, or by Carrier marking the Bill of Lading, in words or symbols, "Prepaid" , "Freight Prepaid", "Collect" or "Freight Collect". Said parties are also jointly and severally liable for expenses incurred by Carrier in collecting sums due Carrier, including but not limited to collection agency fees, reasonable attorney's fees, and costs, including all fees and costs of mediation, arbitration, trial, appeals, and bankruptcy proceedings. Carrier may choose which of said parties to collect the sums owed from and by pursuing collection of the sums owed from one of the parties is not waiving its right to pursue collection of the sums owed from one of the other liable parties. Payment of ocean freight and related charges to a freight forwarder, broker or anyone other than Carrier or its authorized agent, shall not be deemed payment to Carrier and shall be made at payer s sole risk.

If the liable party is a corporation, limited liability company, partnership, or other legal entity, the term principal shall include the President or Chief Executive Officer by whatever name or title, the Majority Equity Holder, or the Sole or Presiding Director.

Carrier reserves the right not to forward, deliver or release shipments or payments in its possession until all outstanding freight and related charges on delivered /completed shipments is made to Carrier.

A returned check fee of one hundred dollars ($100.00) per check shall be assessed by the Carrier for any checks returned by the applicable financial institution as non-sufficient funds (NSF).

Terms for all freight and related charges for Parties without established credit with the Carrier:
Due upon receipt of cargo or when service is rendered.

(continued on the next page)

RULE No. 30 PAYMENT OF FREIGHT CHARGES

(continued from the previous page)

B. CREDIT AGREEMENT

Carrier may extend credit privileges upon the completion of a Credit Application and Agreement, and approval by Carrier based on the applicant's creditworthiness. The complete Credit Application and Agreement may be obtained by contacting Carrier.

Carrier, in its sole discretion based on creditworthiness, reserves the right to modify or discontinue, in part or in whole, the availability of credit privileges, terms and agreements at any time, with or without notice.

This credit agreement constitutes the full understanding of Carrier or any successor, subsidiary or affiliate (Carrier) and applicant, and the complete and exclusive statement of the terms of this credit agreement.

This credit agreement shall replace and supersede any agreements between Carrier and applicant that deal with the same subject matter as referenced herein.

Receipts issued by Carrier for all documents received by Carrier will be signed by Carrier or on Carrier s behalf by the Agent Carrier may designate.

Full freight to the port of discharge named on the bill of lading or invoice and all advance charges against the goods shall be considered completely earned and due on receipt of the goods by Carrier, even though the vessel or goods are damaged or lost or the voyage is frustrated or abandoned.

All sums payable by applicant to Carrier shall be paid in full in United States currency.

If applicant engages or utilizes the services of an Ocean Freight Forwarder, Logistics Broker, Customs House Broker or other Agent in connection with the payment of ocean freight and / or other related charges to Carrier on applicant s behalf, applicant acknowledges and agrees that such party acts as applicant's agent and not as the agent of Carrier.

Applicant unconditionally guarantees to Carrier payment of all ocean freight and related charges due regardless of whether funds for payment have been advanced by applicant to applicant s Ocean Freight Forwarder, Logistics Broker, Customs House Broker or any other agent of applicant.

Further, applicant remains absolutely responsible and unconditionally liable and guarantees payment if applicant s Ocean Freight Forwarder, Logistics Broker, Customs House Broker or any other of the applicant's agents fails for any reason to make such payments to Carrier.

Applicant agrees to remit payment on all invoices within credit terms specified in Carrier s tariff(s), service contracts, or in absence of such rules within thirty (30) days from the vessel sail date or invoice date, whichever occurs earlier.

Nothing contained herein shall preclude Carrier from exercising absolute discretion based on creditworthiness to refuse to extend credit or its right, where credit has been extended, to demand and collect payment of all freight and related charges prior to vessel's arrival at port of discharge.

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RULE No. 30 PAYMENT OF FREIGHT CHARGES

B. CREDIT AGREEMENT

(continued from the previous page)

If freight and related charges are not paid when due, Carrier reserves the right to collect such freight and related charges from the applicant or its agents, and any expenses incurred in collecting such freight and related charges due Carrier, including, but not limited to collection agency fees, reasonable attorney's fees, and costs, including all fees and costs of mediation, arbitration, trial, appeals, and bankruptcy proceedings.

The applicant agrees that all shipping documents will indicate the correct address to which freight invoices are to be mailed.

Carrier reserves the right not to forward, deliver or release shipments or payments in its possession until all outstanding freight and related charges on delivered /completed shipments is made to Carrier.

The terms of the applicable Carrier s tariff or service contract are incorporated herein by reference and made a part of this credit agreement. If there is any conflict between the terms of this credit agreement and the terms of Carrier s tariff or service contract, the terms of the tariff or service contract shall prevail over the terms of this credit agreement.

This credit agreement shall become effective on the date it is signed by both Carrier and applicant, and shall remain in full force and effect unless suspended or canceled pursuant to the terms of this agreement. Suspension or cancellation of this credit agreement shall not terminate or otherwise affect any accrued obligations of one party to the other under this agreement which have arisen prior to such suspension or cancellation. Notwithstanding any other provision of this agreement, either party may cancel this agreement on thirty (30) calendar days written notice to the other party; provided however that Carrier, in its sole discretion, may suspend or cancel this agreement and all credit privileges extended hereunder effective immediately for applicant's non-compliance with the terms of this agreement.

This credit agreement may not be assigned by applicant without the prior written consent of Carrier.

Carrier reserves the right, based upon a change in the applicant's credit history / performance, to adjust applicant's credit limit accordingly.

Applicant authorizes Carrier to check the provided references and credit reporting companies pertaining to our credit responsibility, and authorizes said references and credit reporting companies to release appropriate credit information to Carrier.

As a condition to the re-establishment of credit once suspended, Carrier may require surety bond(s), irrevocable stand by letter(s) of credit or any other form of security deemed necessary to help ensure future compliance with the credit terms.

Applicant s acceptance of credit privileges from Carrier constitutes applicant s assent to the terms and conditions governing such privileges that are published in this tariff.

Terms for all freight and related charges:
Parties with established credit with Carrier:

30 days from vessel sail date or invoice date, whichever occurs earlier.

RULE No. 31 OVERCHARGE CLAIMS

Overcharge Freight Claims - Applicable only for Water Carrier only

Claims for overcharge, duplicate payment or over collection of freight charges will be governed by the provisions of 49 U.S.C. Section 14705 and by the below provisions:

1. 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.

2. Claims for adjustment of freight charges must be presented in writing to the Carrier within 1 year from actual delivery date or from date shipment was tendered for delivery and must be supported by production of invoice or certified packing list from the supplier; or by production or public weigher's certificate. Change in measurements will only be allowed when obvious error in calculation by Carrier of by re-measurement while cargo is still in possession of Carrier.

   Re-measurement or reweighing fees, cable expenses, and any other incidental charges are, in all cases, to be sustained by the party at fault.

Rule Nos. 32-39

RESERVED FOR FUTURE USE

RULE No. 40 REFRIGERATED CARGO

A. PERISHABLE GOODS

Goods of a perishable nature are carried in dry containers without environmental or atmospheric control or other special services unless the face of the Bill of Lading notes that the goods are to be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped container. This carriage is subject to the special services and charges as specified in this tariff.

The Shipper, or his agent, is responsible for bringing the goods to the proper temperature before loading the goods into the container, for the proper stowage of the goods within the container, for setting the temperature (including maintenance and repair), during all times before the container is delivered to the Carrier (or tendered to Carrier for pickup when rates include that service). The consignee, or his agent, is responsible for the maintenance of temperature setting (including maintenance and repair) during all times after the goods are delivered by the Carrier. The Carrier is not responsible for product deterioration caused by inherent vice, defects in the merchandise or transit times in excess of the product's shelf life. Refrigerated, heated, specifically ventilated or otherwise specially equipped containers are not equipped to change the temperature of goods. They are equipped only to maintain temperature.

Shipper will give written notice of requested Temperature setting of the thermostatic controls before receipt of the goods by the Carrier. When a loaded container is received, the Carrier will verify that the thermostatic controls are set to maintain container temperature as requested. The Carrier is unable to determine whether the goods were at the proper temperature when they were loaded into the container or when the container is delivered to the Carrier. Air temperature at the unit sensor will be maintained within a range of plus or minus 5 degrees Fahrenheit of the temperature requested by the Shipper on the face of the Bill of Lading or Shipping Document, if the goods were at that temperature when loaded into the container and if the temperature controls were properly set when the container was loaded. The Carrier is not responsible for temperature fluctuations that do not exceed 4 hours duration.

Temperatures specified and all temperatures or temperature controls agreed to by the Carrier will be subject to a variance of 5 degrees F. (in either direction, up or down) from that specified or agreed to. In no case will the Carrier accept instructions for any temperature controls which go beyond the range of -20 degrees to +75 degrees F.

B. GENERATOR SETS (GEN SETS) FOR REFRIGERATED CONTAINERS:

Carrier reserves the right to dispatch refrigerated containers for delivery of cargo in Puerto Rico without a Gen Set. Carrier shall not be liable for any claims for damage due to spoilage of cargo if consignee elects to receive container without a Gen Set.

If the consignee requires a Gen Set to pick-up the cargo, then Carrier will reimburse consignee for the cost of leasing the Gen Set not to exceed $100 per Gen Set after the consignee makes a claim to the Carrier with sufficient documentation (e.g. invoice with container number) substantiating the cost of leasing the Gent Set.

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RULE No. 40 REFRIGERATED CARGO

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C. SHIPPER PROVIDED EQUIPMENT

When temperature controlled containers are furnished by Shipper, Carrier will undertake only to provide electrical power for such containers while in Carrier's container yards or while aboard Carrier's vessels. Carrier will not be responsible for maintenance, repair or correction of malfunctions of Shipper furnished temperature controlled containers.

D. REFRIGERATED DOWNLOAD FEE

When customer requests a refrigerated download, Carrier shall charge a fee of $135 per download requested.

E. SERVICING OF REFRIGERATED CONTAINERS IN SAN JUAN, PR

Container or containers requiring service at the request of the consignor, while in the possession of the consignee in the San Juan Commercial Zone (as defined by the PR Public Service Commission) will be assessed a charge of $75.00 per service call. This charge will be for the servicing or refueling of the container, and will be for the account of the consignee.

RULE No. 41 HUMIDITY CONTROL CARGO

When Carrier is requested to provide Humidity Control through the use of specifically equipped containers, Carrier may provide such service, if available, subject to the following provisions:

Applicable rate will be the appropriate rate for Refrigerated Cargo, subject to an additional charge of $ 150.00 per container for each Humidity Controlled container

Humidity Control is deemed to be provided when the unit providing such control is in operation for all or a portion of the transportation. All Bill(s) of Lading covering such shipments for which Humidity Control is utilized shall be claused:

"Humidity Control Provided by Carrier"

Rule Nos. 42-49

RESERVED FOR FUTURE USE

RULE No. 50 CARRIER FURNISHED EQUIPMENT

Except as otherwise provided in this tariff, Carrier does not furnish chassis for the movement of containers beyond the Carrier's terminal.

Carrier reserves the right to decline to furnish equipment for shipments in instances where the Shipper/consignee for such shipment is holding Carrier's containers beyond the free time provided and / or has refused to pay demurrage charges.

SUBSTITUTION OF EQUIPMENT

Except as restricted in individual rate items, in the event a container of the size requested by the Shipper cannot be furnished in a timely manner for loading, Carrier may, for its convenience, supply a container with similar or greater capacity. Charges will be assessed based on the container requested, provided that cargo loaded therein can fit into the smaller size container requested.

Carrier reserves the right to arrange for weighing and/or inspection of the container and cargo. When a Shipper loads a quantity of cargo in excess of the capacity of the originally ordered equipment, rates and charges will be assessed in accordance with this tariff for the full quantity of cargo actually loaded or the applicable tariff rate for the equipment furnished (whichever produces the greatest freight charges).

CHASSIS FOR 20' ISO SHIPPER OWNED TANK CONTAINERS AND CONTAINERS

Except as otherwise provided herein, when prior arrangements have been made with the Carrier, and when chassis or drop frame chassis are available, Carrier may supply such chassis for use in city limits of U.S. Ports (see Rule 1-A) movement of Shipper owned containers, loaded and empty Shipper owned or leased ISO 20' tanks.

Shipper or consignee will be responsible for the safety of all liquid bulk movements while loaded on chassis supplied by Carrier. Carrier will not assume any responsibility for damages caused by improper handling, or loading and discharging of such liquid bulk commodities.

Carrier further requires that Shippers or consignees moving liquid bulk commodities on chassis provided by Carrier comply with all Federal, State and local government regulations governing the handling of liquid bulk cargoes.

Any damages incurred to Carrier equipment will be charged back to the Shipper, consignee or trucker at actual costs incurred by the Carrier.

Free Time Allowed for chassis and drop frame chassis: 5 (five) Business days

Free Time will commence from the day of pick-up at Carrier's port facilities.

Upon expiration of free time period, chassis usage charge will be assessed as follows:

1-8 (one to eight) days ……. $25.00 per day
9-30(nine to thirty) days ……. $50.00 per day
31 (thirty-one) or more days... $100.00 per day

RULE No. 51 SHIPPER OR CONSIGNEE FURNISHED EQUIPMENT

Except as otherwise provided herein, when prior arrangements have been made with Carrier, and when space is available, Carrier will accept for transportation cargo in containers/containers owned or leased by Shippers or consignees but not leased to such Shippers or consignees by the Carrier provided that the following conditions are satisfied:

1. When referring to containers throughout this Item it will mean containers or trailers. Rule does not apply to "tanks".

2. Shipper to load and consignee to unload unit. Shipper shall deliver unit to and consignee shall remove unit from Carrier's terminal at their expense and risk. Shipments under the provision of this Item shall move under a "Shipper's Seal, Load, Stow and Count".

3. Units must be delivered to or removed from Carrier's terminal during normal business hours.

4. For providing this service, Carrier will charge a fee of $150.00 per container.

5. The bill of lading must show the same Shipper for the initial and return movements. When an additional bill of lading is required for the return of the unit from original point of discharge to origin point of loading, Shipper must state on the return bill of lading, vessel, voyage number and bill of lading number of initial movement.

6. Container will not be accepted by the Carrier under this Rule if in the judgment of the Carrier units:

   a. Are unsafe;
   b. Place the cargo loaded therein in jeopardy;
   c. Place the vessel, terminal facilities, or other containers or cargo in jeopardy;
   d. Require particular stowage or handling in the vessel, except if such containers comply with the Rules and Regulations governing the handling of explosives or other dangerous articles.
   e. When because of size, dimension, weight, inadequacy of cradles or other circumstances, cannot be transported and delivered safely.

7. For each unit accepted pursuant to the provisions of this part, Carrier will execute container inspection safety report.

8. Containers will be returned to Shipper or consignee in a sound condition. However, Carrier will not be responsible for the condition of the interior of unit.

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RULE No. 51 SHIPPER OR CONSIGNEE FURNISHED EQUIPMENT

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9. Shipper must provide a written notice to Carrier within 30 days, if a Shipper-owned container is lost, stolen or missing. The Carrier is not liable for any per diem charges pertaining to the lost, stolen or missing Shipper-owned container. The Carrier is responsible to pay the replacement value of the Shipper-owned container to the Shipper or owner of the equipment. The Shipper must provide an original invoice from the manufacturer.

10. For Refrigerated Shipments in containers owned or leased by Shipper or consignee:
   a) Shipper or Consignee must have equipment designed for three phase power at 440 Volts and 32 Amps
   b) Shipper or Consignee must provide Carrier with spare parts for repair of unit if malfunctioning while in Carrier possession.
   c) Shipper or Consignee will be responsible for all spare parts and labor costs as determined by Carrier if repairs are necessary while in Carrier's possession.
   d) Carrier will not be held liable for equipment damage or cargo damage in the event of a malfunction of a refrigerated unit owned or leased by Shipper or consignee.

11. Container Markings:
   a) Container must have a 4-letter alpha code ending in "U" , 6 numeric digits, and one check digit. Example is NONU123456-1
   b) Container number must be stenciled with letters "4" high and visible on all 4 sides of the container as well as the top of the container.
   c) It is the sole responsibility of the Shipper to ensure the container is properly marked.

12. Container Safety Inspection Requirements:
   a) All containers must have a CSC (Convention of Safe Containers) Plate attached to the unit.
   b) All containers must have a valid container inspection sticker or ACEP (Approved Continuous Examination Program) sticker in order to sail on Carrier’s vessels.

RULE No. 52 CONTAINER CLEANING FEE

In taking possession of Carrier's container(s), the consignee or its agent accepts full responsibility and any costs associated with the removing of all blocking, bracing, nails and other such fasteners, strapping, paper, liquid or solid contamination, debris and soiling of any kind before returning said container(s). It is the responsibility of consignee and his agent to return containers in a clean condition. If container(s) are returned unclean, and thus not ready for immediate reuse, Carrier will charge consignee or its agent (A) $280.00/container.

Charges do not apply to Shipper Owned Containers.

1. Charges will be applied collect at destination and payable by Consignee.
2. If additional cleaning such as to remove odor and/or chemical wash are required, Carrier will charge Consignee the actual cost of cleaning.

RULE No. 53 CAPACITIES OF CONTAINER/TRAILER

No container may be loaded in excess of that quantity of freight which can be transported from origin to destination in or on such container because of weight or size limitations of Federal, State or Municipal laws or regulations.

If a container is loaded in excess of the legal quantity of freight permitted by the weight or size limitations of any federal, state or municipal laws or regulations, then the Shipper shall compensate Carrier for any fine, penalty or other charge assessed against Carrier as a result of such violations.

RULE No. 54 USE OF CARRIER'S EQUIPMENT

Also see Rule No. 50 Carrier Furnished Equipment.

1. For the purpose of this rule, the word container will refer to all types of Carrier's shipping containers, containers or chassis.

2. Containers are to be used exclusively for the ocean inland transportation of cargoes moving under Carrier's Bill of Lading. The inland transportation will cover only between the Shipper's point of origin as named on the Bill of Lading to port of exit, or from the Carrier's terminal at port of loading to consignee's point of destination as named on the applicable Bill of Lading.

A. CONTAINERS ORDERED BUT NOT USED

See Rule 214 Booking Cancellation Fee.

When containers are obtained by Shipper or his designated motor Carrier for loading and such container is returned empty due to no fault or negligence of the Carrier, the party responsible for ordering the equipment will be subject to the following charges:

		Per Day or Fraction Thereof
	Dry Cargo Containers	$ 55.00
(A)	Refrigerated, Flatbeds or Flatrack Containers	$190.00

These charges will apply from the time the container is removed from Carrier's premises and until it is returned to Carrier's terminal.

(R) (D) Language deleted.

B. UNAUTHORIZED USE OF CARRIERS EQUIPMENT

Unauthorized use of Carrier's equipment for transportation of goods not relating to the above referenced movement under Carrier's Bill of Lading will be subject to a charge of $200.00 per day or part thereof per each unit from the expiration of the applicable free time (if any) until it is returned to Carrier's premises. This charge will be in addition to normal demurrage charge as show in Rule No. 103.

Rule Nos. 55-59

RESERVED FOR FUTURE USE

RULE No. 60 SHIPMENTS IN BULK

A. BULK LIQUID CARGO

Rates in cargo in tank containers are applicable only in connection with rates named in Southbound Tank Commodity Rates to Puerto Rico and Northbound Tank Commodity Rates.

Carrier responsibility for cargo shall not commence until such containers have been received at Carrier's terminal and a receipt given, and Carrier's responsibility shall cease upon acceptance of such containers by consignee at Carrier's terminal.

Carrier requires Shipper to affix seals to all openings of tanks after loading, same to be broken by consignee at destination.

Carrier will make diligent effort to furnish equipment suitable for the transportation of the desired product or products which shall have been rough cleaned at Carrier's expense (rough cleaned means reasonably free from remains of material foreign to the commodity offered for transportation.

Carrier will, if requested before dispatch, advise Shipper or its agent, as to commodity last transported in equipment, with which it proposes to load, on arrival, permit inspection of equipment by Shipper or its agent.

Shipper may elect at its own expense to re-clean interior of equipment furnished. Acceptance of the tank container or re-cleaning or the tank container by the Shipper shall relieve the Carrier of responsibility for any damage to goods carried resulting from the condition of the container used.

Except as otherwise provided, if, for reasons not ascribable to the Carrier, a shipment is rejected wholly or in part by consignee at time of tender of delivery at destination, it may be returned to point of origin upon order of the Shipper or consignee. The rate for return movement of rejected shipments will be the same as the rate and minimum weight applicable on the outbound movement unless lower charges will result in the application of tariff rate.

B. BULK DRY CARGO

Shipments in bulk, are defined as such commodities which must be shoveled, scooped, poured or pumped in the handling thereof.

Rates published herein which are applicable on shipments in packages will also apply on shipments, in bulk, in dry or refrigerated containers. Shipments in bulk will be accepted subject to the following conditions.

1. Shipper to load and consignee to unload Carrier's container.
2. Truckload rates and minimum weights will apply.
3. Carrier assumes no liability for product contamination.
4. Shipments in dry van containers loaded in plastic liner bag will be subject to the following additional provisions:
   a. Shipper must furnish and install plastic liner bag at Shipper's expense.
   b. Consignee must remove empty plastic liner bag after discharge of cargo. Non-compliance will result in removal of the bag by Carrier at a charge of $28.30 per liner bag.
   c. Carrier assumes no liability for breakage to plastic liner bag.

RULE No. 61 COMMODITY DESCRIPTIONS

1. Except as otherwise provided in Paragraph 2 of this Rule, commodity rates named in this Tariff are specific and may not be applied to analogous articles.

2. Whenever rates or ratings are provided for articles in this Tariff, the same basis will also be applicable on parts of such articles when so described in the Ocean Bill of Lading except where specific rates or ratings are provided for such parts.

3. Parts or pieces constituting a complete article, received on one Bill of Lading will be charged for at the rate provided for the complete article.

4. Rates in this tariff are specific point-point commodity rates having application only from/to city or town in the United States and Puerto Rico in individual rate items. Shipments must originate at such named points on southbound or northbound points.

5. Intermodal cargo may be delivered to the Carrier's designated Ramp or Terminal. For these rates, The origin point will be the location of ramp or terminal. All inland costs to and from ramp or terminal will be for the account of the cargo.

6. Except as otherwise provided, rates published in individual rate items, will also apply on miscellaneous cargo, excluding Radioactive Materials and/or Explosives, loaded by Shipper in the same container, but not to exceed 1% of the shipment or 1,000 LBS, whichever is greater. Cargo in excess of 1% or 1,000 LBS will be considered contraband and rated at $11.22 CWT.

7. Reconsignment or Diversion is not permitted under use of this rule. Shipments must be reshipped.

8. Shipments found during or after transit that do not comply with this rule will be assessed the application of Port-to-Port rates and all inland or over the road charges will be for the account of the cargo and not the responsibility of the Carrier.

9. Carrier has the right to require from the Shipper, consignee or inland Carrier any documents which may assist in the verification of actual origin/destination such as, but not limited to, inland Carriers bill of lading, vendors invoices or delivery orders.

RULE No. 62 NAMED SHIPPER

Rates, charges and provisions named in this Tariff for the account of a named Shipper shall take precedence over any other rates, charges or provisions published in this Tariff not specifically published for the account of such named Shipper that would otherwise apply to a shipment from and to the same points, via the same services and routes. The term "Shipper" as used in this Rule shall include any Shipper, consignee, or other party designated by the Carrier, as the authorized user.

RULE No. 63 MIXED SHIPMENTS

1. Except as otherwise provided, when two or more articles are included in one shipment, charges will be computed separately for each article at the rate applicable to each article.

2. When one or more of the articles included in the shipment is subject to a truckload rate predicated upon a truckload minimum weight or measurement, the charges on each article shall be computed separately on the actual weight or measurement of each article at the respective rate applicable thereto subject to the following:

a. When all the articles of the shipment are subject to weight rates, the highest truckload minimum weight, applicable to any article in the shipment will be applied. Any deficit between the actual weight of the shipment and the highest truckload minimum weight will be charged for at the lowest truckload rate applicable to any article in the mixed shipment.

b. When all the articles in the shipment are subject to measurement rates the highest truckload minimum measurement, applicable to any article in the shipment, will be applied. Any deficit between the actual measurement of the shipment and the highest truckload minimum measurement will be charged for at the lowest truckload rate applicable to any article in the mixed shipment.

c. When one or more of the articles in the shipment is subject to a weight rate and one or more of the articles in this shipment is subject to a measurement rate, the charges on the entire shipment must equal or exceed the highest charge applicable to any article in the mixed shipment which is subject to a truckload minimum weight or measurement.

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RULE No. 63 MIXED SHIPMENTS

(concluded from the previous page)

3. When on or more of the articles included in the shipment is subject to a per container rate or maximum charge per container, the following will apply:

   a. When all of the articles in a shipment are subject to a per container rate, the charges for each part of the shipment that is subject to a separate per container rate, shall be prorated based on the applicable Tariff rate and the percentage of the total cubic measurement taken up by that part of the shipment Total freight charges will be computed by adding all the prorated parts of the shipment.

EXAMPLE

BASE PC RATE	MEASUREMENT OF PART	PERCENTAGE OF SHIPMENT	FREIGHT CHARGED FOR SUCH PART
$2000 PC 40	200 cft.	10%	$ 200
$2500 PC 40	400 cft.	20%	$ 500
$3200 PC 40	1000 cft.	50%	$1600
$2100 PC 40	400 cft.	20%	$ 420
Total	2000 cft	100%	$2720

   b. When one or more of the articles in a shipment are subject to a per container rate and one or more articles in the same shipment are subject to a weight or measurement rate, the provision of Part A will apply, except, freight charges for each part of the shipment subject to a per container rate shall be prorated based on the applicable Tariff rate and the percentage of the total cubic measurement taken up by that part of the shipment as described in Part B.

3. When lower charges would result by rating one or more of the articles as a separate shipment, the mixed shipment will be rated accordingly.

4. The Carrier shall have the right to compare the information on the packing list received from the excise tax office, stamped with the official tax seal, with the cargo declaration on the Bill of Lading. Wherever there is a discrepancy, the cargo will not be released until a corrected freight bill is issued and freight charges paid in full to the Carrier. Cargo is subject to the charges paid in full to the Carrier. Cargo is subject to the provisions Rule No. 20.

RULE No. 64 ADVERTISING MATTER

Advertising Matter (See NOTE 1) in the same shipment with the article it advertises will be accorded the rates applicable to such articles, provided the weight or measurement of the advertising matter does not exceed 10 percent of the total weight or measurement, as freighted, of the entire shipment. Advertising Matter in excess of 10 percent will be charged the rate applicable to Advertising Matter, NOS.

NOTE 1 - For the purpose of this Rule, Advertising Matter will not include Figures, Images, Gift Articles, Premiums, Signs, electric or neon, or Stationery.

RULE No. 65 SHIPMENT OF VEHICLES

The following applies for shipments of vehicles:

A. Other than in Mixed Shipments with Household Goods:

1. All contraband excluding tire and jack must be removed from the vehicle.
2. Freight to be assessed on overall measurement less bumpers.
3. Personal effects will not be carried inside vehicles.
4. When vehicles are inspected by Carrier to meet the requirements of Title 49-100-199 of D.O.T. (Department of Transportation) Hazardous Materials Regulations, a charge of $5.00 per vehicle will be assessed
5. Units weighing up to and including 10,000 lbs. not subject Heavy Lift Charge. Units weighing in excess 10,000 lbs. subject to Heavy Lift Charge.
6. Fuel may be shipped with vehicles only when packaged in containers approved by the U.S. Coast Guard.
7. Rate applies on used vehicles. A charge of $20.00 per shipment will be made for reconsigning a shipment.
8. Not subject to Rule No. 63.

B. Applicable only when moving in shipments of household goods named in items

1. Shipments may include passenger cars, privately owned, not for resale, when loaded in the same container with household goods subject to the following conditions:

   (a) Personal Effects will not be carried inside vehicle(s).

   (b) During the period from October 1 thru May 31 of each year, vehicles which have not been winterized and protected from cold and freezing weather will only be received by Carrier at the risk of Shipper. During this period Carrier will not be liable for any damage incurred from cold and freezing weather to vehicles that have not been winterized and protected.

RULE No. 66 SHIPMENT OF DEPARTMENT STORE MERCHANDISE

Definition of Department Store Merchandise (DSM):

(DSM) is defined as listed below. The definition applies to non-hazardous cargo only except where specifically indicated.

Viz List for Department Store Merchandise

The definition Excludes FAK; Hazardous Cargo (except where listed); Cargo in Special Equipment In or Out of Gauge; Refrigerated Cargo; Hides; Wastepaper; Metal Scrap (including Battery Scrap and Electric Motor Scrap); Plastic Scrap; Glass Scrap; Arms and Ammunition; Bulk Liquids; Machinery not for Retail Sale; Resin; Store Racking and Fixtures; Solar Panels, Modules and Racking.

Any shipments not conforming in their entirety to the provisions of this Rule shall be subject to the application of specific commodity rates as named in customer's contract or this Tariff whichever is prevailing .

DSM VIZ:

Animal and Pet Supplies, viz:
Pet Food, Plastic Trays, Artificial Bones, Plastic Toys, Pebbles, Dog Houses, Plastic/Textile Covers, Bird Cages, Bird Food, Plastic Plants, Pet Shampoos, Soaps and Disinfectants, Aquariums and Aquarium Stands, Cages, Electrical Lighting, Cat Litter, Litter Boxes and Liners,Scratching Posts, Pet Pads and Beds/Bedding, NOS

Batteries (non-hazardous), NOS

Books and Printed Matter, viz: Periodicals, Literature, NOS

Building and Construction Materials, viz:
Atmospheric Control Switches, Aluminum, Asphalt, Blinds, Bolts, Metal, Carts, Ceiling Tiles and Supports, Cement, Chairs, Counters, Doors, Door Systems, Ducts, Electrical Systems, Fiberglass, Fire Extinguishers, Gypsum Board, Hinges, Insulation, Lighting Fixtures, Lumber, Metal Frames, Nails, Nuts, Metal, Molding, Panels, Paint, Particleboard, Perlite, Polishes, Registers, Roof Coatings,
Scaffolding, Screening, Screws, Metal, Shelving, Signs, Speakers, Sprinkler Systems, Steel Panels, Steel, Tape, Tiles, Uniforms, Washers, Metal, Rubber or Plastic, Wax, Windows, Wiring and Cable, Hand Tools, electric or non-electric, Cords, Outlets, Wall Plates, Copper Wiring, Batteries, Switches, Coaxial Cable, Arrestors, Re-closures, Capacitors, Fuses, Regulators, Shingles, Knocked-Down Buildings, Copper/Steel/Aluminum/Iron/Fiberglass/Plastic Tubes, Pipes, Fittings, Flanges or Valves, Carpet, NOS

Computers and Accessories, Viz:
CPU's, Docking Stations, Mouse, Diskettes, Printers, Ink Cartridges, Mouse Pads, Computer Wires and Cables, Modems, Monitors, Disk Drives, Software Packages, Keyboards, Static Screens, NOS

Dry Goods, Viz:
Towels, Napkins, Tablecloths, Sheets, Blankets, Comforters, Pillows, Pillow Cases, Textiles, NOS

(continued on the next page)

RULE No. 66 SHIPMENT OF DEPARTMENT STORE MERCHANDISE

(continued from the previous page)

Electronic Products, Viz:
Amplifiers, Answering Machines, Antennas, Audio Receivers, Auto and Home Alarms, Battery Chargers, Blank Audio and Video Tapes, Calculators, Camcorder and Camera Batteries, HARR Camcorders, Cameras, Compact Disc Players, Cassette Decks, Electronic Games, Equalizers, Fax Machines,
Headphones, Indoor Atmospheric Monitors, Intercom Systems, Pagers, Personal Portable Stereo/Tape Players, Radios, Recorded Audio Compact Discs, Recorded Cassette Tapes,Recorders, Speakers, Stereos, Telephones, Televisions, Tuners, Turntables, Video Cassette Players, Video Lasers
Players, Walkie-Talkies, Home Satellite Dishes, NOS

Engines and Motors, NOS

Exhibition Goods, viz:
Posters, Display Racks, Signs, Promotional Glasses, Key Chains and Bumper Stickers, Hangers, Shelving, Holders, Posters, Coupons, Flyers, Pamphlets, Billboards, Brochures, NOS

Fabric and Textiles, NOS

Filters, NOS

Footwear, viz:
Shoes, Sandals, Slippers, Socks, Laces, Shoe Inserts, Shoe Polishes and Protectants, Shoe Trees, NOS

Furniture, NOS

Giftware, viz: Greeting Cards, Wrapping Paper, Books, Gift Bags, Display Racks, NOS

Home Lawn & Garden Equipment, viz.:
Garden Tractors, Lawn Mowers, Lawn Tractor, Riding Mowers, Rotary Reel Electric Mowers, Edgers and Trimmers, Garden Tillers, Snow Throwers, Lawn Vacuum, Sweepers, Shredder, Log Splitters, Electrical Leaf Blowers, Go Carts, Hoses, Log Skidder, Chain Saws, Brush Cutters, Turf Trucks, NOS,

Household Appliances, viz:
Refrigerators, Freezers, Ranges, Ovens; Air Conditioners, Microwave, Ovens, Fans, Floor, Window and Ceiling, Floor Polishers, Sweepers and Buffers, Vacuum Cleaners, Humidifiers and De-Humidifiers, Clothes Washing Machines and Clothes Dryers, Dishwashers, Water Heaters and Water Coolers, Waste Disposals, Blenders, Electric Can Openers, Coffee Makers and Grinders, Corn Poppers, Toasters, Portable Electric Heaters, Hair Dryers, Hair Clippers, Mixers, Food Slicers, Juicers, Bread Makers,
Electric Griddles, Pans and Grills, Stoves, Toaster Ovens, Carpet Cleaning Machines, Trash Compactors, Clothes Irons and Steamers, Clocks, Clock Radios, Barbecue Grills, NOS

Infant Care Products, Viz:
Bibs, Pacifiers, Strollers, Cribs, Changing Tables, Diapers, Bottles, Walkers, Rattles, Monitors, Mobiles, Wipes, Burp Cloths, Rattles and Toys, Clothing, Blankets, Safety Seats, Bumpers, NOS

(continued on the next page)

RULE No. 66 SHIPMENT OF DEPARTMENT STORE MERCHANDISE

(continued from the previous page)

Kitchen and Household Articles, viz:
Plastic Bottles with Caps, Tips and Straws, Plastic Mugs, with lids, Plastic Cups, Porcelain Cups, Plates, Bowls, Saucers, and Platters,Ceramic Cups, Plates, Bowls, Saucers, and Platters, Plastic Chairs, Glass Bottles, Vacuum Bottles, Lunch Kits, Insulated Plastic Mugs, Bowls, Plates, Saucers, Cups, Mugs,
Knives, Forks, Sinks, Spoons, Spatulas, Ladles, Racks, Pots, Pans, Tongs, Bottle & Can Openers, Non-mechanical, Light Bulbs, Picture Frames, NOS

Leather Articles, NOS

Luggage, Handbags and Wallets, NOS

Motor Vehicle and Car Care Products (Hazardous should not
Exceed 10% of entire content), viz:
Oil Treatment; Fuel Treatment; Radiator Products NOS, Viz: Antifreeze and Ethylene Glycol;
Appearance Products: Vinyl/Glass/Leather Cleaners / Protectants, Car Soaps & Waxes, Polishes;
Function Fluids: Brake/Power/Steering/Transmission; Engine Cleaners, Undercoating, Hand Cleaner, Spray Lubricant, Greases/Oils, Antifreeze and Engine Coolants, Deicers, Windshield Fluid, Scrapers, Starting Fluids, Flush Kits, Funnels, Coolant Testers, NOS Musical Instruments, NOS

Office Equipment & Supplies, Viz:
Desks, Credenzas, Bookcases, File Cabinets, Staples and Staplers, Hole Punchers, Paper Clips, Organizers, Paper Weights, Tape Dispensers, Picture Frames, Rubber Bands, Labels, Label
Makers, Pens, Pencils and Markers, Adhesive and Cellophane Tape, NOS

Packaging Materials, viz:
Plastic, Paper, Cardboard, Foam, Staples, Packaging Tape, Plastic Stripping, Steel Strapping, Plastic Netting, Corner Board, Plastic Strapping, NOS

Paper and Paper Articles, viz:
Toilet Tissue, Paper Towels, Envelopes, Napkins, Printing Paper, Writing Paper, Tablets and Pads, Facsimile Paper, Notebooks, Notebook Paper, Newsprint, Computer Paper, NOS

Plastic Articles, viz:
Plastic Food Packages and Containers, Plastic Food Wrapping, Plastic Display Racks and Signs, Parts for Manufacturing of Sewing Machines, Plastic Cooking Utensils, Plastic Toilet Articles, Parts for Deodorant Dispensers, Plastic Bags, Plastic Battery Separators, Plastic Flower Pots, Plastic Tubing, Plastic Aerosol valves, Plastic Cassettes, Unrecorded, & Parts, Plastic CD Jewel Cases, Plastic Molding Strips, Plastic Picture Frames, Plastic Trash Receptacles, Scrap, NOS

Sanitary ware, viz:
Sinks, Toilets, Bathtubs, Showers and Shower Stalls, Bidets, NOS

(continued on the next page)

RULE No. 66 SHIPMENT OF DEPARTMENT STORE MERCHANDISE

(continued from the previous page)

Sporting and Camping Equipment, viz:
Fishing Rods, Reels, Tackle and Tackle Boxes, Athletic Footwear and Socks, Golf Bags, Balls, Clubs, Gloves, tees and Towels, Racquetball Racquets, Balls, Gloves and Goggles, Squash Balls, Racquets and Gloves, Tennis Racquets, Balls and Tape, Sports and Fitness Video Tapes, Bowling Balls, Bags and Wrist Supports, Sports Bags, Soccer Balls, Gloves and Uniforms, Roller Skates and In-Line Skates, Elbow Pads, Knee Pads, Wrist Guards, Heel Stoppers, Helmets, Bicycles, Treadmills, Aerobic Steppers, Weights, Weight Machines, Abdominal Rollers, Coolers, Jugs, Sleeping Mattresses, Water Skis,
Folding Tables and Chairs, Canopies, Mosquito Netting and Repellants, Kneeboards, Life Vests, Mini-Compressors, Back Packs, Sleeping Bags, Lanterns, Stoves, Tents, Flashlights, Jogging and Sweat Suits, Running Shorts and Shirts, Swim Suits, Sunglasses, NOS

Tires and Tubes, NOS
Tobacco Products, viz: Cigarettes, Cigars, Pipes, Pipe Cleaners, Lighters, NOS

Toilet Preparations (Hazardous should not exceed 10% of
entire content), viz:
Cosmetics, Hair Spray, Hair Gels and Foams, Hair Dyes and Colorings, Hair Shampoo, Hair Conditioner, Soaps, Hand Cleaners and Dispensers, Mouthwash, Dental Floss, Toothpaste, Toothbrushes, Shaving Creams, Body Oils and Lotions, Perfumes, Colognes; Nail Polishes and Removers, Artificial Nails, Hair Brushes and Combs, Razors, Deodorants and Anti-Perspirants, Vitamins, NOS;

Toys and Games, viz:
Push or Stuffed Toys, Board Games, Children's Books, Interlocking Plastic, Metal and Wood Toy Construction Pieces, Models, Card Games, Dolls and Action Figures, NOS

Wearing Apparel, NOS

Wooden Articles, NOS

Airport Duty Free Shops, viz:
Advertising & Displays; Cameras; Cassettes (Audio and Video); Cosmetics; Luggage; Batteries; Clothes Irons; Compact Discs and CD layers; Radios - AM/FM/; Clock; Facsimile Machines; Bread Makers; Video Cassette Recorders; Radio Cassette Recorders; Toilet Preparations, NOS; Pipe Tobacco; Radios; Telephones; Televisions; Tennis Balls; Tennis Racquets; Toys, NOS; Video Cassette Recorder; Blank Audio/Video Tapes; Coffee Makers; Microwave Ovens; Sports Bags and Hats; Answering Machines; Toasters; Small Ovens; Perfumes, NOS; Blenders; Slicers (in straight or mixed loads)

Clay, NOS

Empty Steel Containers, NOS

(concluded on the next page)

RULE No. 66 SHIPMENT OF DEPARTMENT STORE MERCHANDISE

(concluded from the previous page)

Hospital and Medical Supplies, (Hazardous should not exceed 10% of entire content), viz:
Surgical Scrubs, Hospital Beds, Disposable Sterile Hospital Products, Plastic, Paper and Latex, Bandages, Ophthalmic Solutions, Medicated Shampoo, Equipment, Electrolytic, Caloric Water Balance, Intravenous Tubes and Racks, I.V. Solutions,

Medical Instruments, NOS, viz:
Clamps, Scissors, OB Pads, X-Ray Jackets, Microwave Disinfecting Unit, Wheel Chairs, Crutches, Canes, Walkers, NOS

Ink, for Retail Sale Only, NOS
Iron and Steel Articles for Retail Sale Only, NOS

Lubricating Oil, NOS

Machinery and Parts for Retail Sale Only, NOS

Steel Pipe, Drilling Mud, for Retail Sale Only, NOS

Rubber Articles, for Retail Sale Only, NOS

Sand, for Retail Sale Only, NOS,

Enzymes, for Retail Sale Only, NOS

Photographic Materials and related Articles for Retail Sale Only, NOS

Telecommunication Equipment, for Retail Sale Only, NOS

Christmas Ornaments & lamp; Decorations Goods, NOS

RULE No. 67 SHIPMENT OF HIDES

Shipments will be accepted provided the inside of the container is duly protected by Shipper with polyurethane plastic liner of minimum thick 6 gauge covering floor, sides and top of cargo. Consignee must return equipment in a condition fit to be loaded with general cargo.

RULE No. 68 SHIPMENT OF HOUSEHOLD GOODS

1. The term "Household Goods" means used Household Goods or Personal Effects (not for resale) such clothing, furniture or furnishings for residence, but not including jewelry, silverware or furs.

2. When Household Goods are loaded in wooden lift vans, the shipment will be subject to the following provisions.

   a. Shipper shall place a seal on each container which is so constructed as to have provisons for sealing.

   b. Carrier shall not be liable for:

      1. Shortage of contents when container is delivered at destination with seal intact and
      2. Damage to contents within the container caused by improper stowage.

   c. Subject to the provisions of the "Shipper's Load, Stow and Count Rule".

   d. Knocked Down Lift Vans in mixed shipments with Household Goods will be assessed the same rate as Household Goods.

   e. Freight Charges shall be assessed on the actual weight or the contents of the Lift Vans.

3. Firearms - Ammunition - Explosives

Firearms may be included in shipments subject to the following provisions:

Firearms must not be loaded with ammunition of any kind (blank or live) and must be separately declared on the bill of lading.

Ammunition of any type is not allowed in shipments of household goods.

Explosives of any type are not allowed in shipments of household goods.

Explosives include, but are not limited to, blasting agents or caps, propellants, incendiary devices, fireworks and flares

RULE No. 69 SHIPMENT OF FREIGHT ALL KINDS (FAK)

1. The cargo in each container/trailer tendered under rates named in this Item must be comprised of not less than 2 different commodities. Any article or group of articles subject to the same generic classification and general commodity description in this Tariff shall for the purposes of this Note be considered the same commodity. This classification must be requested by the Shipper or his agent at time of shipment and Shipper must furnish Carrier a complete manifest of the contents of each container showing separately the number of packages, description of goods and gross weight of each article or, in lieu thereof, must show on face of bill of lading:

   "We hereby certify that we are fully aware of all the Tariff requirements needed to qualify for application of Tariff Items, whichever is applicable, and that this shipment does meet such requirements."

   Upon request, Shipper must furnish copy of inland Carrier's freight bill. The Carrier shall have the right to compare the information on the Packing List received from the Excise Tax Office, stamped with the Official tax seal, with the cargo declaration on the Bill of Lading. Whenever there is a discrepancy, the cargo will not be released until a corrected freight bill is issued and freight charges paid.

2. Freight which is prohibited by law or by the provision of this Tariff or articles of extraordinary value, such as works of Art, Jewelry, Antiques, Deeds, DRAFT4s, etc., may not included under rates named in this provision.

3. Any shipments not conforming in their entirety to the provisions of this Rule shall be subject to the application of specific commodity rates as named in this Tariff.

RULE No. 70 SHIPMENT OF GROCERY STORE MERCHANDISE (GSM)

Definition (Viz List) for Grocery Store Merchandise (GSM)
is defined as listed below.

The definition applies to non-hazardous cargo only except where specifically indicated.

GSM VIZ:
Dry Packaged Food of all Kinds for Retail Sale, NOS; Refrigerated Foodstuffs all Kinds for Retail Sale, NOS; Restaurant Equipment Supplies

The definition Excludes FAK; Hazardous Cargo (except where listed); Cargo in Special Equipment In or Out of Gauge; Hides; Bulk Liquids;

Any shipments not conforming in their entirety to the provisions of this Rule shall be subject to the application of specific commodity rates as named in customer's contract or this Tariff whichever is prevailing .

RULE No. 71 SHIPMENT OF BOATS

This applies to shipments of Boats only when specific reference is made hereto.

In addition to all rates and charges published in this tariff, shipments of boats will be subject to the following provisions:

CRADLES TO BE FURNISHED BY SHIPPERS. If furnished by Carrier, cost of labor and material required for erecting cradle will be for the account of shipment. Any additional expense incurred in the handling of the cradle will also be for account of shipment. Cradle dimensions will not be included in arriving at actual overall measurement.

Shipper must furnish Carrier a complete list of the contents of each boat container and show separately:

a. The number of boats and;
b. The greater (overall) length, width and height of each boat, and;
c. The weight or each boat.

Carrier will not be responsible for any goods, including boat accessories, not attached to the boat, unless such goods are in boat's cabin under lock. Goods, including boat accessories carried in the cabin under lock, will be carried at owner's load and count and the Carrier shall have no liability for loss of or damage to such goods or accessories, unless declared on the bill of lading and and freight is paid thereon.

Under no circumstances will Carrier be responsible for damage to boats or boat containers which is caused, in whole or in part, by goods or boat accessories carried inside the cabin or anywhere else in or on the boat.

On boats moving on containers which are so designed to accommodate the boat, dimensions of container will be included in arriving at actual overall measurements. If shipped in cradles on lowboy or flatbed containers, neither cradle nor container dimensions will be included in arriving at actual overall measurement. All outlers operated by electricity must have wires disconnected from battery.

RULE No. 72 SHIPMENT OF CHRISTMAS TREE

For shipments of Christmas trees, in refrigerated container, the following applies:

Shipper will be allowed 2 free hours loading the container for door moves.

A deposit of $2000 will be required from consignee in Puerto Rico prior to dispatch of loaded container from terminal.

Containers being returned to the Carriers terminal will be inspected.

If cleaning is required, $100 per container will be deducted from consignees deposit.

Consignee will have 10 free calendar days to pick up the container, unload the cargo, and return the clean, empty container to Carrier s terminal.

For returns after the expiration of free time, a detention/demurrage charge of $200 per day per container and $150 per day per genset will be assessed to consignee.

If the cumulative cleaning, detention/demurrage charges are less than the $2000 deposit, the sum of these charges will be deducted from the deposit and the remainder of the deposit returned to consignee.

If the cumulative cleaning, detention/demurrage charges are more than the $2000 deposit, the entire deposit will be retained by Carrier and a supplemental bill for the shortfall will be provided for the account of the consignee.

Rule Nos. 73-79

RESERVED FOR FUTURE USE

RULE No. 80 PROPORTIONAL RATES

Rates named in this Tariff showing the abbreviations of "Org" or "Dest" are proportional rates from or to terminals shown in individual rate rates, and apply on shipments which have an immediately prior ("Org") or subsequent ("Dest") movement between the terminal(s) and the interior points as specifically shown in the individual rate items. All costs for prior or subsequent movements between Carrier's terminal and interior point shall be for the account of the cargo.

In the absence of Shipper furnishing Carrier the cubic measurement of freight loaded in container, 100% of the cubic capacity of the container will be used for rating purposes on cargo freighted on a measurement basis.

RULE No. 81 INLAND TRANSPORTATION ADMINISTRATIVE FEE

If Carrier receives an invoice for a charge ancillary to inland transportation (including but not limited to a charge for Driver Standby, Dry Run, Overweight Fine, Permit, Stop Off, and Scale Ticket) relating to a shipment under this Tariff, and the charge is not specifically published in this Tariff, Carrier will assess such charge against Shipper/Consignee if the invoice was received by Carrier on behalf of Shipper/Consignee or if Shipper/Consignee is otherwise responsible for payment of such charge. For each invoice issued by Carrier to Shipper/Consignee assessing such ancillary charge, Carrier shall also assess Shipper/Consignee an Ancillary Invoicing Administrative Fee of $35.00. Shipper/Consignee shall pay Carrier the charge and the Ancillary Invoicing Administrative Fee pursuant to the invoice from Carrier.

RULE No. 82 INTERMODAL FUEL SURCHARGE

Except as otherwise provided all "intermodal" rates will be subject to an Intermodal Fuel Surcharge as follows:

NONE CURRENTLY IN EFFECT

RULE No. 83 STOPPING-IN-TRANSIT

Except as provided in individual rate items no stop-offs for partial loading or unloading will be permitted.

RULE No. 84 APPLICATION OF TRUCKLOAD RATES

A. Rates designated "CY" apply from / to Carrier's or participating Carrier's terminals at U.S. points Listed in the individual rates.

Rates designated "RY" or "YR" apply to/from participating rail Carrier;s piggyback facility at the U.S. points listed in the individual rates.

Rates designated "DY" or "YD" apply to/from Shipper consignee premises at U.S. points and include one pick up for loading or one delivery for unloading.

Pick-up or delivery will be performed during the Carrier's normal business hours. Pick-up or delivery service will not include container/trailer loadiing or unloading by motor Carrier except where such service is provided in the rate item).

B. Optional Weight or Measurement Rates - Where optional weight or measurement rates are named for any article, it is understood that the rate yielding the greater revenue will be assessed. To allow Carrier to determine application of measurements as outlined herein, the Shipper shall insert on shipping documents (See Note 1) the actual measurements for each different size piece, package or unit of freight, tendered for shipment.

All freight rates and other carges shall be based on the actual gross weight or actual over-all measurement of each piece, package or other freight unit, except as otherwise provided, with the understanding that fractional dimensions shall be disposed of as follows in determining the measurement of any piece, package or other freight unit.

Note: Measurements for each different size piece, package or unit of freight need not be furnished when:

1. Applicable rate is in cents per 100 lbs.
2. Applicable rate is per container
3. Packing List or any supplemental document is furnished containing the same information.

RULE No. 85 NORTHBOUND CARGO HELD IN CONTAINER

When cargo is held awaiting proper documentation or when Shipper consignee or his agent prior to or after cargo has been tendered to Carrier, instruct Carrier to hold said cargo, storage charges will be assessed as provided below:

a. FREE TIME

1. Five calendar days free time will be allowed for the receipt of proper documentation (Saturday, Sunday and Holidays included). No free time will be allowed for cargo ordered held by Shipper, consignee or his agent.

2. Free time will commence the first 8:00 A.M. following receipt of cargo at Carrier's facility. (See EXCEPTION)

EXCEPTION - Containers received by Carriers at their terminal not later than 10:00 A.M. will be considered as have been received prior to 8:00 A.M. of that day for the purpose of computing free time.

b. CHARGES

Cargo in Carrier's or Shipper's owned/leased dry cargo containers or cargo not moving in containers
$20.00 per day for the first five calendar days, (Saturday, Sunday and Holidays included)
$30.00 per calendar day thereafter (Saturday, Sunday and Holidays included)

Cargo in Carrier's or Shipper Owned/Leased Temperature Controlled or bulk Tank Containers
$50.00 per day for the first five calendar days (Saturday, Sunday and Holidays included)
$70.00 per calendar day thereafter (Saturday, Sunday and Holidays included)

RULE No. 86 PICK-UP AND DELIVERY OF TRUCKLOAD CARGO

1. United States (Applicable only at other than Direct Calling Ports)

Except as otherwise specifically provided in individual items, rates in this Tariff include one pick-up and one delivery or one tender for delivery of a shipment by the Carrier during business hours at one site, subject to the following provisions:

a. Placement of Vehicle for Loading:
At the request of the Shipper, the Carrier will furnish and place a vehicle at the loading site designated by the Shipper to pick-up a shipment tendered for transportation.

b. Placement of the Vehicle for Unloading:
The delivery of a shipment by the Carrier to the place of delivery specified on the Bill of Lading will include the placing of a vehicle at the delivery site designated by the Consignee.

c. Loading and Unloading Services:
Loading and unloading of container or Carrier's vehicle shall be performed by the Shipper in the case of loading and by the Consignee in the case of unloading.

d. Assistance in Loading/Unloading Vehicle:
Carrier does not provide assistance in loading or unloading vehicle.

e. Free Time:
Where rates in this tariff include placement service of Carrier's vehicle for loading by Shipper or unloading by Consignee on a "stay-with" or "driver stand-by" basis, Free Time shall be allowed as provided in individual rate items. After expiration of Free Time, a charge of (E)$80.00 (A) $100.00 per hour or fraction thereof shall be assessed for Detention.

If the amount of Free Time is not otherwise specified in an individual commodity rate item, two (2) hours Free Time shall be allowed.

(concluded on the next page)

(E) Expires September 30, 2022
(A) Effective October 1, 2022.

RULE No. 86 PICK-UP AND DELIVERY OF TRUCKLOAD CARGO

(concluded from the previous page)

2. Pickup and/or Delivery Service, in Puerto Rico (See Notes 1, 2 and 3)

a. Carrier, upon instructions by Shipper or Consignee, will turn southbound containers over to a motor Carrier designated by the Shipper or Consignee for store door delivery or turn northbound containers over to a motor Carrier designated by the Shipper for store door pickup.

b. In no instance will Carrier hold itself to select the motor Carrier who will perform the pickup or delivery.

c. Carrier will advance the charges as per the Puerto Rico Public Service Commission, including those costs associated with stop off provisions to the motor Carrier performing such pickup or delivery service which charges will be billed for the account of Shipper or Consignee ordering such service. Carrier, will have no responsibility for the cargo on which such pickup or delivery service is arranged while such cargo is in the possession of the motor Carrier performing such services.

NOTE 1 - On southbound shipments delivery instructions must be contained in the Bill of Lading at time of receipt at origin terminal.

NOTE 2 - The provisions of this Rule will not apply to southbound shipments showing only a Post Office Box for the Consignee.

NOTE 3 - Provisions of this Rule will only apply to those shipments consigned to the U.S.D.A. School Lunch Program, Puerto Rico Departments of Education and Social Services.

RULE No. 87 RAIL BOXCAR

Rates making reference to this rule apply only when shipment is loaded in a railroad boxcar and is routed to Carrier via rail boxcar service. Rates include transfer to containers at Carrier's facilities only. Rates will apply to San Juan, PR Only.

RULE No. 88 U.S.D.A. CARGO: PICKUP/DELIVERY SERVICE IN P.R.

(See Notes 1, 2, and 3)

Carrier, upon instructions by Shipper or Consignee, will turn southbound containers over to a motor Carrier designated by the Shipper for store door pickup.

In no instance will Carrier hold itself to select the motor Carrier who will perform pickup or delivery.

Carrier will advance the charges as per the Puerto Rico Public Service Commission, including those costs associated with stop off provisions to the motor Carrier performing such pickup or delivery service, which charges will be billed for the account of the Shipper or Consignee ordering such service. Carrier will have no responsibility for the cargo on which such pickup or delivery service is arranged while such cargo is in the possession of the motor Carrier performing such services.

Note 1 - On southbound shipments delivery instructions must be contained in the Bill of Lading at time of receipt at original terminal.

Note 2 - The provisions of this Rule will not apply to southbound shipments showing only a Post Office Box Address for the Consignee.

Note 3 - Provisions of this Item will only apply to to shipments billed to the following Consignees:

- Puerto Rico Department of Education, School Lunch
- Puerto Rico Department of The Family

Rule Nos. 89-99

RESERVED FOR FUTURE USE

RULE No. 100 EQUIPMENT STORAGE - SHIPPER ISO CONTAINERS

Loaded Shipper Owned or Leased (SOL) containers left at Carrier's facilities are subject to a charge of $30.00 per day until such equipment is picked up. Subject to ten (10) calendar days Free Time.

Storage of empty SOL containers left at Carrier's facilities will be subject to a charge of $30.00 per day until such equipment is picked up. Subject to three (3) working days Free Time. In San Juan, Puerto Rico the charge is $15.00 per day, subject to ten (10) calendar days of Free Time.

For Cargo Free Time/Demurrage in SOL Equipment, see Rules Nos. 101-104.

RULE No. 101 STORAGE OF CARGO

When possession or delivery of the goods is not taken by the consignee immediately after the free time allowed expires and when, because of the nature of the cargo, the Carrier is not able to obtain space from an authorized public Storehouse, Public Warehouse, or any Governmental Public Service Agency, the Carrier shall have a lien on the goods for the purpose of selling public auction and without notice and all expenses and charges incurred by the Carrier in protecting, caring, and for detention, demurrage, or warehousing and for any payment, expense, penalty, fine, or liability of whatsoever nature, sustained or incurring will be recovered by the Carrier from the sums levied from the auctioning process.

The net proceeds of the sale shall be applied towards the settlement of the freight and accessorial charges or against any other amount due to the Carrier and the Carrier shall not be under any further obligation in respect thereof except to account for the balance, in any, of such proceeds.

RULE No. 102 CARGO FREE TIME/ DEMURRAGE AT U.S. PORTS

A. NORTHBOUND See NOTE One below.

(E) Computation of Free Time will commence at 0800 on the first day after full vessel discharge.
(A) Computation of Free Time will commence after 6:00 AM from container discharge.

Cargo, except Hazardous Waste (See rule 12), in Dry Cargo containers shall be allowed two (2) business days free time. No free time allowed for Hazardous Waste.

Cargo in Special Equipment including Flatrack, Open Top and Owned/Leased Tanks shall be allowed two (2) business days free time.

Breakbulk Cargo shall be allowed two (2) business days free time.

Cargo in Refrigerated or Temperature Controlled Containers including Refrigerated or Temperature Controlled Owned/Leased Tanks shall be allowed one (1) business day free time.

After expiration of free time, all cargo held at Carrier's Terminals will be subject to demurrage charges listed.

Cargo, except Hazardous Waste (See rule 12), in Dry Cargo containers

- $75 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)

- $150 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Hazardous Waste (See rule 12), in Dry Cargo containers

- $150 per calendar day (Saturdays, Sundays and Holidays included)

Cargo in Special Equipment including Flatrack, Open Top

- $125 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)

- $250 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Cargo in Owned/Leased Tanks

- $150 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)

- $300 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Cargo in Refrigerated or Temperature Controlled Containers including Refrigerated or Temperature Controlled Owned/Leased Tanks

- $250 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)

- $500 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Breakbulk Cargo shall be assessed Demurrage as per the local Port Terminal Tariff.

(continued on the next page)

NOTE One: Also see Rule No. 100 for SOL Equipment.

(E) Expires April 10, 2025. (A) Effective April 11, 2025.

RULE No. 102 **CARGO FREE TIME/ DEMURRAGE AT U.S. PORTS**

(continued from the previous page)

B. SOUTHBOUND See NOTE One below.

Computation of Free Time will commence at 0800 on the first day after container receipt on terminal.

(A) Cargo, except Hazardous Waste (See rule 12), in Dry Cargo containers shall be allowed five (5) business days free time. No free time allowed for Hazardous Waste.

Cargo in Special Equipment including Flatrack, Open Top and Owned/Leased Tanks shall be allowed five (5) business days free time.

Breakbulk Cargo shall be allowed two (2) business days free time.

Cargo Refrigerated or Temperature Controlled Containers including Refrigerated or Temperature Controlled Owned/Leased Tanks shall be allowed three (3) business days free time.

After expiration of free time, all cargo held at Carrier's Terminals will be subject to demurrage charges listed.

Hazardous Cargo: $150 per day (Saturdays, Sundays and Holidays included)

Cargo in Dry Cargo containers

- $75 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)

- $150 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Cargo in Special Equipment including Flatrack, Open Top

- $125 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)

- $250 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Cargo in Owned/Leased Tanks

- $150 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)

- $300 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Cargo Refrigerated or Temperature Controlled Containers including Refrigerated or Temperature Controlled Owned/Leased Tanks

- $250 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)

- $500 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Breakbulk Cargo shall be assessed Demurrage as per the local Port Terminal Tariff.

(concluded on the next page)

NOTE One: Also see Rule No. 100 for SOL Equipment.

(A) Effective October 1, 2022.

RULE No. 102 CARGO FREE TIME/ DEMURRAGE AT AT U.S. PORTS

(concluded from the previous page)

C. CLAIMS

Carrier, at its sole discretion reserves the right to entertain, review and process claims for refunds of demurrage charges. Requests for waiver must be presented in writing to the Carrier within one year of receipt of the demurrage invoice and should be accompanied by supporting evidence of Carrier error that caused accrual of the demurrage charges.

D. REMOVAL OF CONTAINERS FROM CARRIER'S PREMISES ON PORT/PORT MOVES

On Carrier scheduled port/port shipments containers may be removed from Carrier s premises by Shipper, Consignee or their Agents for loading or unloading as applicable.

Containers may be removed for the sole purpose of loading or discharging cargo from the removed container that is moved or to be moved on a port/port basis with ocean Carrier.

When Carrier's container is removed from Carrier's premises, the Shipper (or his agent) in the case of shipments scheduled for loading into a vessel, or the Consignee or his agent) in case of shipments discharged from a vessel, shall bear all liability associated with the container they are in possession of and will be governed by Carrier's Intermodal Interchange Agreement with the inland Carrier.

All costs and charges accrued for the removal and return of containers outlined above shall be the responsibility of and paid directly by the Shipper, Consignee or their Agents as applicable under this rule.

E. CARRIER IN NEED OF EQUIPMENT

If the Carrier requires equipment for its normal operating functions, cargo that has exhausted its available free time is subject to removal from the container and placement in public storage all charges associated to the move shall beat the risk and expense of cargo.

F. REFUSAL TO RELEASE EQUIPMENT

If any Shipper or Consignee retains any equipment after the expiration of free time allowed under this rule, Carrier may at its sole discretion refuse to release additional equipment to Shipper or Consignee until all overdue equipment is returned and outstanding demurrage balances are paid in full.

RULE No. 103 CARGO FREE TIME/ DEMURRAGE AT SAN JUAN, PUERTO RICO

A. NORTHBOUND See NOTE One below.

1. Free Time - Computation of Free Time will commence at first 0800 following removal of container from Carrier's premises.

Cargo, except Hazardous, in Dry Cargo containers shall be allowed ten (10) calendar days free time.

Cargo, except Hazardous, in Special Equipment including Flatrack, Open Top and Owned/Leased Tanks shall be allowed ten (10) calendar days free time.

Cargo, except Hazardous, Refrigerated or Temperature Controlled Containers including Refrigerated or Temperature Controlled Owned/Leased Tanks shall be allowed five (5) calendar days free time.

(A) All containerized Hazardous, except Hazardous Waste (See rule 12), Cargo shall be allowed seven (7) calendar days of free time. No free time allowed for Hazardous Waste.

Breakbulk Cargo shall be allowed two (2) business days free time.

2. Demuurage - After expiration of free time, all cargo be subject to demurrage charges listed.

(A) Cargo, except Hazardous Waste (See rule 12), in Dry Cargo containers

- $35 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)
- $100 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

(A) Hazardous Waste (See rule 12), in Dry Cargo containers

- $150 per calendar day (Saturdays, Sundays and Holidays included)

Cargo in Special Equipment including Flatrack, Open Top and Tank

- $35 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)
- $100 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Cargo in Refrigerated or Temperature Controlled Containers

- $60 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)
- $200 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Cargo in Shipper Owned/Leased Tanks including Refrigerated or Temperature Controlled Owned/Leased Tanks shall be charged by the port terminal according to the port terminal tariff.

Breakbulk Cargo shall be assessed Demurrage as per the local Port Terminal Tariff.

(continued on the next page)

NOTE One: Also see Rule No. 100 for SOL Equipment.

(A) Effective October 1, 2022.

RULE No. 103 CARGO FREE TIME/ DEMURRAGE AT SAN JUAN, PUERTO RICO

(continued from the previous page)

B. SOUTHBOUND See NOTE One below.

1. Free Time – Free time in Puerto Rico includes time both on and off the terminal.

(C) For all cargo, computation of Free Time will commence at 0800 on the first day after full vessel Discharge.

Cargo, except Hazardous, in Refrigerated or Temperature Controlled Containers including Refrigerated or Temperature Controlled Owned/Leased Tanks, free time shall be three (3) calendar days.

Cargo, except Hazardous, in Dry Cargo containers shall be allowed ten (10) calendar days free time.

Cargo, except Hazardous, in Special Equipment including Flatrack, Open Top and Owned/Leased Tanks shall be allowed ten (10) calendar days free time.

All containerized Hazardous Cargo, except Hazardous Waste (See rule 12), shall be allowed seven (7) calendar days of free time. No free time allowed for Hazardous Waste.

Breakbulk Cargo shall be allowed two (2) business days free time.

NOTE One: Also see Rule No. 100 for SOL Equipment.

2. Demurrage - After expiration of free time, all cargo will be subject to demurrage charges listed:

Cargo, except Hazardous Waste (See rule 12), in Dry Cargo containers

- $35 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)
- $100 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Hazardous Waste (See rule 12), in Dry Cargo containers

- $150 per calendar day (Saturdays, Sundays and Holidays included)

Cargo, in Special Equipment including Flatrack, Open Top and Tank

- $35 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)
- $100 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Cargo, in Refrigerated or Temperature Controlled Containers

- $60 per day for the first five (5) calendar days (Saturdays, Sundays and Holidays included)
- $200 per day for six (6) or more calendar days (Saturdays, Sundays and Holidays included)

Cargo, in Shipper Owned/Leased Tanks including Refrigerated or Temperature Controlled Owned/Leased Tanks shall be charged by the port terminal.

Breakbulk Cargo shall be assessed Demurrage as per the local Port Terminal Tariff.

(concluded on the next page)

RULE No. 103 CARGO FREE TIME/ DEMURRAGE AT SAN JUAN, PUERTO RICO

(concluded from the previous page)

C. CLAIMS

Carrier, at its sole discretion reserves the right to entertain, review and process claims for refunds of demurrage charges. Requests for waiver must be presented in writing to the Carrier within one year of receipt of the demurrage invoice and should be accompanied by supporting evidence of Carrier error that caused accrual of the demurrage charges.

D. REMOVAL OF CONTAINERS FROM CARRIER'S PREMISES ON PORT/PORT MOVES

On Carrier scheduled port/port shipments containers may be removed from Carrier s premises by Shipper, Consignee or their Agents for loading or unloading as applicable.

Containers may be removed for the sole purpose of loading or discharging cargo from the removed container that is moved or to be moved on a port/port basis with ocean Carrier.

When Carrier's container is removed from Carrier's premises, the Shipper (or his agent) in the case of shipments scheduled for loading into a vessel, or the Consignee or his agent) in case of shipments discharged from a vessel, shall bear all liability associated with the container they are in possession of and will be governed by Carrier's Intermodal Interchange Agreement with the inland Carrier.

All costs and charges accrued for the removal and return of containers outlined above shall be the responsibility of and paid directly by the Shipper, Consignee or their Agents as applicable under this rule.

E. CARRIER IN NEED OF EQUIPMENT

If the Carrier requires equipment for its normal operating functions, cargo that has exhausted its available free time is subject to removal from the container and placement in public storage all charges associated to the move shall be at the risk and expense of cargo.

F. REFUSAL TO RELEASE EQUIPMENT

If any Shipper or Consignee retains any equipment after the expiration of free time allowed under this rule, Carrier may at its sole discretion refuse to release additional equipment to Shipper or Consignee until all overdue equipment is returned and outstanding demurrage balances are paid in full.

RULE No. 104 CARGO FREE TIME/ DEMURRAGE

AT U.S. RAIL RAMPS ON IMPORTS

This rule will apply to both port-to-U.S. rail ramps as well as intermodal cargo (door service where customer schedules delivery beyond rail free time as detailed herein)

I. Containers held at U.S. Rail Ramps

A. Free Time at all U.S. rail ramps, will be two (2) calendar days, with the exception of Saint Paul, MN where free time will be one (1) calendar day.

Free time is calculated from day of notification to the Consignee, that the load is ready to be picked up. When notification is made before 5pm local time, the day of notification is the same day. When notification is made at 5pm or after, the day of notification is the following day.

Free time begins at 12.01 a.m. the day following the day of notification

B. After expiration of free time, all cargo held in containers at U.S. rail ramps shall be charged the following demurrage charge, for each day, per container.

Chicago, IL
New Orleans, LA
Dallas, TX
Memphis, TN
Kansas City, MO
Louisville, KY
Saint Louis MO

1-10 days $100
11 and over $225

Saint Paul, MN all days $175

Long Beach, CA
Oakland, CA
El Paso, TX
Salt Lake City, UT

1-5 days $125
6-10 days $175
11 and over $325

Portland, OR all days $125

RULE No. 105 PUERTO RICO PORT AUTHORITY CARGO FACILITY CHARGE

A Puerto Rico Port Authority Cargo Facility Charge will be assessed on all cargo moving between U.S. and Puerto Rico as follows:

Southbound Shipments to San Juan, Puerto Rico: $90.00

RULE No. 106 PUERTO RICO TERMINAL HANDLING CHARGE

(R) (D) Charge deleted.

Rule Nos. 107-199

RESERVED FOR FUTURE USE

APPLICATION OF ADDITIONAL SERVICES

Except as may otherwise be specifically provided for, the Additional Service rates and charges provided for in this section apply throughout the United States and Puerto Rico are in addition to all other rates in the tariff.

This section of the tariff describes the application of the Additional Service items and the specific charges that apply.

RULE No. 200 HEAVY LIFT CHARGE

A. Any article(s) tendered to Carrier weighing in excess of 8,000 lbs. each which require the physical transfer from equipment in or on which it was transported, will be subject to heavy lift charges as provided in paragraphs B, C and D of this rule.

B. When the Carrier loads or unloads single units weighing in excess of 8,000 lbs. each, charges as shown below in this Paragraph will be assessed for such loading or unloading. When the Carrier both loads to or unloads from outside equipment, the charges sets forth in this Rule will be assessed twice. Such charges will not apply on the following articles:

1. Vehicles, self-propelled weighing less than 45,000 lbs.
2. Road making Machinery, self-propelled, weighing less than 45,000 lbs. each.
3. Tractors, self-propelled, weighing less than 45,000 lbs. each.

C. Article(s) Weighing:

OVER	BUT NOT OVER	RATE IN CENTS PER 100 LBS.
Less Than	- 10,000 lbs.	10
10,000 lbs.	- 15,000 lbs.	21
15,000 lbs.	- 20,000 lbs.	31
20,000 lbs.	- 25,000 lbs.	41
25,000 lbs.	- 30,000 lbs.	51
30,000 lbs.	- 35,000 lbs.	61
35,000 lbs.	- 40,000 lbs.	73
40,000 lbs.	- 45,000 lbs.	83
45,000 lbs.	- 50,000 lbs.	104
50,000 lbs.	- 55,000 lbs.	125
55,000 lbs.	- 60,000 lbs.	145
60,000 lbs.	- 65,000 lbs.	166
65,000 lbs.	- 70,000 lbs	186
70,000 lbs.	- 80,000 lbs.	208
80,000 lbs.	- 90,000 lbs.	228
90,000 lbs.	- 100,000 lbs.	249
100,000 lbs.		270

D. Any article(s), which due to its size or weight requires special arrangement to move over the roads of the Commonwealth of Puerto Rico, will be accepted for shipment or tendered for delivery at San Juan only.

E. Any article(s), which (by reason of dimension or weight) cannot be loaded into or onto containers, drayed or which cannot be loaded and unloaded by Carrier's equipment at both the ports of loading and discharge, may be loaded onto or unloaded from vessel's top deck. The charge for such loading and unloading is:

a. The sum of the contractor's charges to the Carrier from the time that cargo is accepted from Shipper to the time that it is tendered to consignee or his agent at the port of discharge, plus 10%.

b. Plus $1,152.00 per hour or fraction thereof that vessel departure is delayed by such loading or unloading.

(C) RULE No. 201 OUT-OF-GAUGE (OOG) / OVERSIZE CARGO

Unless otherwise provided in individual rate item, the rates in this Tariff do not apply when the overall dimensions (including packaging, bracing, etc) exceed one of the following for equipment types noted below:

Flat Rack Measurements: 39'6" L 7'8" W 6'4" H
Open Top Container Measurement: 7' 6" H

Weight: Not to exceed 45,000 lbs if only one dimension is out-of-gauge
Not to exceed 40,000 lbs if any two dimensions are out-of-gauge

Except as otherwise stated in individual rate item, the following Charge(s) will apply in addition to applicable filed rates and charges for out of gauge cargo.

Cargo is also subject to the Special Equipment Charges unless the applicable rate states specifically the special equipment and dimensions.

OVERHEIGHT SHIPMENTS IN A 40 OPEN TOP CONTAINER (See Notes 2 and 3):
For cargo exceeding 7' 6" (90 inches)(including packaging, bracing, etc.) please contact Carrier for a price quote.

OVERHEIGHT / OVERWEIGHT / OVERLENGTH CARGO ON A 40 FLAT RACK (See Notes 1, 2 and 3):
For cargo exceeding the below dimensions (including packaging, bracing, etc), Carrier cannot accommodate:

A. SOUTHBOUND

To San Juan PR Port from U.S. Ports (see Rule 1-A)

FLAT RACK DIMENSIONS

Tier:	Exceeding: L	W	H	But Not Exceeding: L	W	H	Charge
OVER- HEIGHT							
1	-	-	6'4"	39'6"	7'8"	8'6"	$2,300
2	-	-	8'6"	39'6"	7'8"	10'6"	$2,550
3	-	-	10'6"	39'6"	7'8"	12'6"	$2,800
OVER-LENGTH							
4	39'6"	-	-	45'	7'8"	6'4"	$2,300
OVER- WIDTH							
5	-	7'8"	-	39'6"	18'	6'4"	$5,995
OVER- LENGTH + HEIGHT							
6	39'6"	-	6'4"	45'	7'8"	8'6"	$2,550
7	39'6"	-	8'6"	45'	7'8"	10'6"	$2,800
8	39'6"	-	10'6"	45'	7'8"	12'6"	$3,050

(continued on the next page)

RULE No. 201 OUT-OF-GAUGE (OOG) / OVERSIZE CARGO

A. SOUTHBOUND

To San Juan, PR Port from U.S. Ports (see Rule 1-A)

FLAT RACK DIMENSIONS

(continued from the previous page)

Tier:	Exceeding: L	W	H	But Not Exceeding: L	W	H	Charge
OVER- LENGTH + WIDTH							
9	39'6"	7'8"	-	45'	18'	6'4"	$6,245
OVER- HEIGHT + WIDTH							
10	-	7'8"	6'4"	-	18'	8'6"	$5,025
11	-	7'8"	8'6"	-	18'	10'6"	$5,275
12	-	7'8"	10'6"	-	18'	12'6"	$5,525
OVER- LENGTH + WIDTH + HEIGHT							
13	39'6"	7'8"	6'4"	45'	18'	8'6"	$5,525
14	39'6"	7'8"	8'6"	45'	18'	10'6"	$5,775
15	39'6"	7'8"	10'6"	45'	18'	12'6"	$6,025

B. NORTHBOUND

From San Juan, PR Port to U.S. Ports (see Rule 1-A)

FLAT RACK DIMENSIONS

Tier:	Exceeding: L	W	H	But Not Exceeding: L	W	H	Charge
OVER- HEIGHT							
1	-	-	6'4"	39'6"	7'8"	8'6"	$2,100
2	-	-	8'6"	39'6"	7'8"	10'6"	$2,250
3	-	-	10'6"	39'6"	7'8"	12'6"	$2,400
OVER- LENGTH							
4	39'6"	-	-	45'	7'8"	6'4"	$2,100
OVER- WIDTH							
5	-	7'8"	-	39'6"	18'	6'4"	$2,400

(concluded on the next page)

RULE No. 201 OUT-OF-GAUGE (OOG) / OVERSIZE CARGO

A. NORTHBOUND

From San Juan, PR Port to U.S. Ports (see Rule 1-A)

:

FLAT RACK DIMENSIONS

(concluded from the previous page)

Tier:	Exceeding: L	W	H	But Not Exceeding: L	W	H	Charge
OVER- LENGTH + HEIGHT							
6	39'6"	-	6'4"	45'	7'8"	8'6"	$2,250
7	39'6"	-	8'6"	45'	7'8"	10'6"	$2,400
8	39'6"	-	10'6"	45'	7'8"	12'6"	$2,550
OVER- LENGTH + WIDTH							
9	39'6"	7'8"	-	45'	18'	6'4"	$2,550
OVER- HEIGHT + WIDTH							
10	-	7'8"	6'4"	-	18'	8'6"	$2,550
11	-	7'8"	8'6"	-	18'	10'6"	$2,700
12	-	7'8"	10'6"	-	18'	12'6"	$2,850
OVER- LENGTH + WIDTH + HEIGHT							
13	39'6"	7'8"	6'4"	45'	18'	8'6"	$2,700
14	39'6"	7'8"	8'6"	45'	18'	10'6"	$2,850
15	39'6"	7'8"	10'6"	45'	18'	12'6"	$3,000

NOTE 1 Carrier will not accept the following commodities on a flatrack: Telephone Poles, Steel Girders, or Pipes.

NOTE 2 Customer is responsible for including accurate cargo dimensions on their shipping instructions and securely blocking and bracing all cargo, otherwise additional charges may apply.

NOTE 3 - Carrier reserves the right to request a diagram of the cargo prior to accepting receipt of same and may alter the surcharge depending on the characteristics of the cargo.

RULE No. 202 SPECIAL EQUIPMENT CHARGE

Carrier will provide Carrier owned or leased Flat Rack (FR) or Open Top (OT) equipment at direct water ports only, subject to a special equipment charge of $400.00 per container. This charge is NOT applicable, however, when a specific rate item is filed as FR or OT under the Container Type field.

This charge is in addition to all other charges in this tariff.

RULE No. 203 CONTAINER STRIPPING/STUFFING TRANSFER CHARGE (CFS)

Except as otherwise provided in the exceptions below or in individual rate items, shipments received at Carrier's terminal requiring transfer between Carrier's equipment and point of rest in Carrier's terminal or between Carrier's equipment and railroad or motor vehicles will be subject to a container transfer charge as set forth below.

Any such shipments which are loaded by Carrier under this Item will be assessed otherwise applicable rates named elsewhere in the Tariff, plus charge applicable under this Rule.

To be charged at U.S. Ports (see Rule 1-A)

Segregation Fee for Hazardous Cargo (including Waste): $235.00 per container (See Rule 205)

1. Stuffing Charge per Container

	Machine Loaded, Palletized Cargo	Hand Loaded, Transload Non-Palletized, Packaged Cargo+
Houston, TX 20' containers & Flat Racks	*$455.00 (A) $460.00	*$735.00 (A) $745.00
Houston, TX 40'& 45' containers & Flat Racks	*$690.00 (A) $697.00	*$820.00 (A) $832.00

(A) Houston, TX *Stuffing Open Tops All Sizes* (Inclusive Of Crane Usage) $1,023.00

Houston, TX *Bulk Cargo Loaded,* Not Palletized, Not Packaged $850.00

(A) Houston, TX – *Tomato Products* Transload form Railcar to 40' containers $520.00
Transload Empty Bins from Containers to Railcar for return to Shipper $520.00

2. Stripping Charge per Container

	Machine Loaded, Palletized Cargo	Hand Loaded, Transload Non-Palletized, Packaged Cargo+
Houston, TX 20' containers & Flat Racks	*$455.00 (A) $460.00	*$735.00 (A) $745.00
Houston, TX 40'& 45' containers & Flat Racks	*$690.00 (A) $697.00	*$820.00 (A) $832.00

+Note: If the appointment for this service is cancelled less than 24 hours in advance, then the full per container amount will be charged.

* Expires January 11, 2026
(A) Effective January 12, 2026

RULE No. 204 LATE GATE / VESSEL DELAY CHARGES

At the request of customer Carrier may allow late gate in at the terminal.

Late Gate is defined as extending the gate beyond the published time for receiving/dispatching of cargo. Customer must provide written acceptance of charges (email is acceptable).

Once written acceptance is received by Carrier for Late Gate Charges customer will be responsible for said charges, regardless of whether customer uses the Late Gate.

Customers must confirm late gate request and agreement to Late Gate Charges by 4:00PM on day late gate is required.

*In the event the cargo does not make the intended window, customer remains responsible for Late Gate Charges.

*The late gate charge will be fixed whether one container or multiple containers gate-in during the purchased window.

*Charges will be assessed based on the gate-in time listed on the Terminal Interchange Receipt (TIR) provided to the trucker by the terminal.

*Purchase of a late gate does not guarantee container will sail on desired voyage.

*Late Gate Charge shall not apply if the need for the Late Gate and decision to remain open is caused by the fault of Carrier.

U.S. Ports (see Rule 1-A)
-Gate closing will be 1630 hours (4:30pm) Monday through Friday and closed on Saturday and Sunday.
- Cargo Cut Off on Sailing Day is also at 1630 hours(4:30pm) Monday through Friday and closed on Saturday and Sunday.

Charges for Late Gate per customer as follows:

Houston, TX	(D)
4:30 - 5:00 PM	$1,500
5:00 - 5:30 PM	$3,300
5:30 - 6:00 PM	$7,200

San Juan
-Gate closing will be 1530 hours (3:30pm) Monday, Tuesday and Thursday, 1730 hours (5;30 PM) Wednesday and Friday, and 1030 hours (10:30 AM) Saturday. Closed on Sunday.

Charges for Late Gate per customer as follows:

San Juan	
6:00 - 6:30 PM	$225
6:30 - 7:00 PM	$300
7:00 - 7:30 PM	$375
7:30 - 8:00 PM	$500

RULE No. 205 EXPRESS MAIL SERVICE (DOCUMENTATION)

Express Mail Service for transmittal of documents will be assessed a charge of $50.00 per express mail package.

RULE No. 206 RETURN OF EMPTY PALLETS AND SHIPPING MATERIALS

Applicable ONLY to/from Carrier's Terminal at (C) U.S. Ports (see Rule 1-A)
::
When prior arrangements have been made with the Carrier, pallets, tarpaulins, tote bins, trays (empty), paper separators, wrappers and dividers, shipping pads or blankets, drums or bags supplied by Shipper and used in the transportations of cargo in containerload quantities (including materials used to pack or protect shipments of Household Goods) boxes or cartons or containers, packaged goods shipping, collapsible type with or without casters or wheels, K.D. flat, Carriers, wire coil, nested, will be handled via the reverse route to the origin terminal served by the Carrier subject to the following conditions:

1. Shipper shall certify that the packaging materials used under this Item moved via Carrier.

2. The rate for return movement will be:

From: San Juan, Puerto Rico To: (C) U.S. Ports (see Rule 1-A)	$ 599 per Dry Container
From: (C) U.S. Ports (see Rule 1-A) To: San Juan, Puerto Rico	$ 1800 per Dry Container

The above rates are subject to all other applicable charges in this Tariff at time of shipment.

RULE No. 207 BLOCKING, BRACING, STACKING CHARGES

Except as provided in Note 1, when shipment requires Blocking, Bracing, Stacking or other means to secure freight for safe transit, and ocean Carrier performs this service, the charges for such service shall be 20 cents per cwt. subject to minimum as follows:

Vehicles	- $20.00 Each Vehicle (See Note 2)
All other Commodities	- $50.00 Per Container

Note 1 - Charges outlined will not apply on shipment of Lumber or Plywood

Note 2 - Charge will not apply when ocean Carrier performs this service for operational convenience.

RULE No. 208 RETURNED/REJECTED SHIPMENTS

Applicable ONLY from/to Carrier's Terminals listed below:

U.S. Ports (see Rule 1-A)

1. If for reasons not ascribable to the Carrier, a shipment is rejected wholly or in part by Consignee at time of tender of delivery at destination, it may be returned to point of origin upon order of the Shipper or Consignee.

2. The rate for return movement of rejected shipments will be the same as the rate and minimum weights applicable on the outbound movement unless lower charges will result in the application of tariff rate

   EXECPTION: Shipments being returned to Puerto Rico will be subject to a minimum charge of $1356 per container.

3. At time of tender of shipment for return movement Shipper must certify on the ocean bill of lading that cargo had a prior inbound movement via Carrier.

RULE No. 209 UNDELIVERED FREIGHT

A. UNITED STATES

1. If freight cannot be delivered because of the consignee's refusal or inability to accept it, or because the water Carrier cannot locate the consignee, or if the freight cannot be transported because of an error or omission on the part of the consignor, the water Carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefor.

2. Undelivered shipments will be subject to storage as provided in this tariff.

3. On undelivered shipments, disposition instructions printed on the Bill of Lading, shipping label or container will not be accepted as authority to reship, return or re-consign a shipment or to limit storage liability.

B. PUERTO RICO

If the freight cannot be delivered because of the consignee's refusal or inability to accept it or because the water Carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, the water Carrier will make a diligent effort to notify the consignor promptly that the freight is being stored and the reason therefor.

RULE No. 210 DIVERSION

A request for the diversion of a shipment, after shipment has been received by Carrier, to effect a change in the name or address of a Consignee, a change in the destination or place of delivery, and/or a change in the mode of transportation (motor vs motor/rail vs rail) will be accepted subject to the following conditions:

A. CONDITIONS

1. Request for diversion must be made in writing and the Carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests for diversion will not be accepted.

2. A shipment which has been tendered for delivery beyond the port of discharge may not thereafter be diverted.

3. Only entire shipments (not portions of shipments) may be diverted.

4. Ocean Carrier will make diligent efforts to execute valid diversion requests, but will not be responsible if, despite such efforts, diversion is not effected.

B. CHARGES

Diversion.....$100.00 per Shipment

These charges do not include any transportation charge beyond the original billed destination point of original place of delivery, or mode of transportation. Any demurrage charges incurred by reason of diversion shall be for the account of the party ordering said diversion. The acceptance of demurrage charges should be included in the diversion letter.

RULE No. 211 RECONSIGNMENT

Reconsignments consisting of a change in the name or address of a Consignee, with no change to the discharge port may be allowed, subject to the following requirements and charges:

1. Written request for reconsignment must be received by Carrier prior to vessel arrival at first discharge port. If request is received after arrival, Carrier will make every effort to comply with the request but is under no obligation to do so.

2. Charges:

   a. A Reconsignment Charge of $100 per shipment will apply. These charges do not include any transportation beyond the originally billed destination point. If destination address changes due to reconsignment (no change in discharge port), applicable transportation costs to that point will also apply.

   b. Any demurrage, detention, and/or storage charges incurred by reason of reconsignment shall apply.

   c. The acceptance of reconsignment charges and other applicable charges must be included in the written request for reconsignment.

RULE No. 212 LUMPER SERVICE

At the request of the Shipper or consignee, the Carrier will provide Lumper Service on northbound containers from Puerto Rico. This Lumper charge will be $250.00 per container.

If the Lumper Service provided is more than this charge, the balance shall be billed to the consignee of record on the Bill of Lading.

RULE No. 213 TARP SERVICE

(A) Upon shipper's request to furnish one or more tarps to cover the container (e.g. flat rack, open top, or breakbulk), subject to availability, Carrier may furnish one or more tarps for a single voyage from terminal to terminal at an additional charge of $180* (A) $215 per tarp (standard size for 20 x 20 or 20 x 40)
(A) $325 per tarp (large size 30 x 50 or 40 x 60)
and an additional labor charge for installation per tarp: $170* (A) $225
(R) $ 77 for lumber flat racks

RULE No. 214 BOOKING CANCELLATION FEE

A. Dry Containers - At the request of the Shipper to cancel or decrease a shipment booking less than 72 hours before the vessel cut-off date, or failure to deliver the cargo pursuant to a shipment booking before the vessel cut-off date, the Shipper will be charged a booking cancellation fee of $250.00 per container (all sizes/types).

B. Refrigerated containers - At the request of the Shipper to cancel, decrease, or failure to deliver the cargo pursuant to a shipment booking after the refrigerated container has been pre-tripped, the Shipper will be charged a booking cancellation fee of $350 per refrigerated container to cover the costs of pre-tripping the container.

RULE No. 215 TRUCKER ESCORT SERVICE

In the event that the shipper's (or consignee's) trucker does not have a TWIC (Transportation Worker Identification Credential), which is a required credential issued by the U.S. government, for unescorted access to secure areas of port facilities, then the carrier will escort the trucker at the terminal subject to payment of the following charge by the shipper (or consignee):

TWIC Escort Service at the Terminal, for each vehicle: $200.00* (A) $250.00 per hour for the 1st hour
Each Additional hour: $200.00* (R) $105.00 per additional hour

Copy of Fee Receipt: $55.00

* Expires January 11, 2026
(A) Effective January 12, 2026
(R) Effective January 12, 2026

(I) RULE No. 216 FOOD GRADE CONTAINER CLEANING SERVICE FEE

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

$280.00 per container

RESERVED FOR FUTURE USE

(C) Formerly ORIGINAL PAGE 212-224

TERMS (DEFINITIONS), ABBREVIATIONS &, REFERENCE MARKS

U.S. STATE ABBREVIATIONS

AL	Alabama	MT	Montana
AK	Alaska	NE	Nebraska
AZ	Arizona	NV	Nevada
AR	Arkansas	NH	New Hampshire
CA	California	NJ	New Jersey
CO	Colorado	NM	New Mexico
CT	Connecticut	NY	New York
DC	District of Columbia	NC	North Carolina
DE	Delaware	ND	North Dakota
FL	Florida	OH	Ohio
GA	Georgia	OK	Oklahoma
HI	Hawaii	OR	Oregon
ID	Idaho	PA	Pennsylvania
IL	Illinois	RI	Rhode Island
IN	Indiana	SC	South Carolina
IA	Iowa	SD	South Dakota
KS	Kansas	TN	Tennessee
KY	Kentucky	TX	Texas
LA	Louisiana	UT	Utah
ME	Maine	VT	Vermont
MD	Maryland	VA	Virginia
MA	Massachusetts	WA	Washington
MI	Michigan	WV	West Virginia
MN	Minnesota	WI	Wisconsin
MS	Mississippi	WY	Wyoming
MO	Missouri		

ABBREVIATIONS

Abbreviation	Meaning	Abbreviation	Meaning
ADD or ADD'L	Additional	LTL	Less Than Truckload
AD VAL	Ad Valorem	M	Measurement
		M3	Cubic Meter
A.M. or a.m.	Ante Meridian	M.C.	Motor Carrier
BL	Bill Of Lading	MIN.	Minimum
CFT	Cubic Foot	NHZ	Non-Hazardous
CA	Canada	NO.	Number
COD	Collect on Delivery	NOS or N.O.S.	Not otherwise specified in this tariff
CONC	Concluded	NSHA or NSA	National Shipping of America, LLC
CONT	Continued	O/T	Overtime
CU FT	Cubic Feet		
CWT	Hundredweight	PACK	Packing
CY	Container Yard	PC	Per container
d/b/a/	Doing Business As	P/D	Pickup or Delivery
DOT	U.S. Department of Transportation	PK	Packing
EA	Each	P.M. or p.m.	Post Meridian
EAN	Except As Noted	REG	Regular
EX. P/D	Extra Pickup or Delivery	SIT	Storage-in-Transit
FT or '	Feet	SOC	Shipper Owned Container
		ST	Short Ton (2,000 lbs)
Haz	Hazardous	STB	Surface Transportation Board
IN or "	Inches	Thru	Through (Inclusive)
Inc	Inclusive	Transp.	Transportation
Jct	Junction	UN/PK	Unpacking
KD/K.D.	Knocked Down	U.S.	United States
KT	Kilo Ton		
LB(S)	Pound(s)	USD or US$ or $	U.S. Dollar
LCL	Less Than Containerload	USPS	United States Postal Service
Load/Unload	Loading or Unloading	VIZ:	Namely
LT	Long Ton (2204 lbs)	W	Weight

CONTAINER TYPE

Code	Definition
GP	Dry 20', 40', 45'
RF	Reefer
RH	Reefer (High Cube)
TK	Tank
OT	Open Top
IN	Insulated
FR	Flatrack
AC	Atmosphere Control
FC	Collapsible Flatrack
HC	High Cube

PACKAGING

Code	Definition	Code	Definition
BAG	Bag	LBK	Liquid Bulk
BAL	Bale	LIF	Lifts
BAR	Bar	LOG	Log
BBL	Barrel	LSE	Loose
BDL	Bundle	LUG	Lug
BEM	Beam	LVN	Lift Van
BIC	Bing Chest	MRP	Multi-roll Pak
BIN	Bin	NOL	Noil
BLK	Bulk	NST	Nested
BOB	Bobbin	PAL	Pail
BOX	Box	PCK	Packed - NOS
BRG	Barge	PCS	Pieces
BSK	Basket/Hamper	PIR	Pirns
BUS	Bushel	PKG	Package
BXI	Box, with Inner Cntn	PLF	Platform
BXT	Bucket	PLN	Pipe Line
CAB	Cabinet	PLT	Pallet
CAG	Cage	POV	Private Vehicle
CAN	Can	PRK	Pipe Rack
CAR	Carrier	QTR	Quarters of Beef
CAS	Case	RAL	Rail (semiconductor)
CBC	Cntnrs of Bulk Cargo	RCK	Rack
CBY	Carboy	REL	Reel
CCS	Can Case	ROL	Roll
CHE	Cheeses	RVR	Reverse Reel
COR	Core	SAK	Sack
CRD	Cradle	SHK	Shook
CRT	Crate	SID	Sides of Beef
CSK	Cask	SKD	Skid
CTN	Carton	SKE	Skid, Elec, Lift Trk
CYL	Cylinder	SLV	Sleeve
DBK	Dry Bulk	SPI	Spin Cylinders
DRK	Double-length Rack	SPL	Spool
DRM	Drum	TBE	Tube
DSK	Double-length Skid	TBN	Tote Bin
DTB	Double-length	TKR	Tank Car Rail

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PACKAGING

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Code	Definition	Code	Definition
FIR	Firkin	TKT	Tank Truck
FLO	Flo-Bin	TLD	Intermdl Trlr/Cntnr
FRM	Frame	TNK	Tank
FSK	Flask	TRC	Tierce
HED	Heads of Beef	TSS	Trunk, Salesman
HGH	Hogshead	TUB	Tub
HPC	Hopper Car	UNP	Unpacked
HPT	Hopper Truck	UNT	Unit
HRB	On Hanger/Rack in bx	VEH	Vehicles
HRK	Half-Standard Rack	VPK	Van Pack
HTB	Half-Stand. Tote Bin	WHE	On Own Wheels
JAR	Jar	WLC	Wheeled Carrier
KEG	Keg	WRP	Wrapped
KIT	Kit	N/A	Not Applicable
KRK	Knockdown Rack		
KTB	Knockdown Tote Bin		

REFERENCE MARKS

(D) Denotes DELETION.
(A) Denotes INCREASE
(R) Denotes REDUCTION
(EAN) Denotes Except as Noted

(N) Denotes Re-issued Matter
(C) Denotes CHANGE which result in neither increases nor reductions in charges.

TARIFF TERMS

ANY QUANTITY

"Any Quantity" or "AQ" indicates the application of a rate, or other provision, with no specified quantity for shipment.

ARRIMO

The term "Arrimo" means handling.

BARRELS

The term "Barrels" shall also include hogsheads, puncheons, tierces, casks, or kegs.

BREAKBULK CARGO

The term “Breakbulk Cargo” (or loose cargo) means non-bulk cargo which was not loaded into a container or is no longer in a container, i.e. non-containerized cargo such as bags, bales, barrels, boxes, cartons, drums, pallets, sacks, vehicles, machinery, boats, etc.).

BUSINESS HOURS

The term "Business Hours" means the hours from 8:00 A.M.to 5:00 P.M. Mondays thru Fridays, excluding holidays.Each of such days constitutes a "Business Day".

CARGO, NOS

Cargo not otherwise specified in rate sections of this tariff.

CARLOADING

The term "Carloading" means moving cargo from place of rest on dock or in warehouse and loading onto or into railroad cars placed on same dock or at/in the same warehouse; also loading cargo in continuous movement from ship across dock to car.

CAR UNLOADING

Unloading cargo from railroad car onto dock or pier or into same warehouse on which or at which car is placed; also unloading cargo in continuous movement from car across dock to ship.

CARRIER

The term "Carrier" means National Shipping of America, LLC, including their authorized representatives or agents. Also, NSA and NSHA mean National Shipping of America, LLC

CHARGE

The term "Charge" shall mean the amount of price stated in to be charged and collected by the Carrier or by the operator of the terminal or wharf, for the use of any terminal facility or for any service rendered cargo beyond ship's tackle either at port of loading or port of discharge, relating to or connected with receiving, storing or delivering property.

CONSIGNOR, CONSIGNEE, SHIPPER

The terms "Consignor", "Consignee", or "Shipper" include the authorized representatives or agents of such "Consignor", "Consignee", or "Shipper".

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TARIFF TERMS

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CONTAINER

The term "Container" means a single rigid, non-disposable dry cargo, ventilated, insulated, reefer, flat rack, vehicle rack or open top containers with/without wheels or bogies attached not less than 18 feet nor more than 45 feet in length, having a closure or permanently hinged door that allows ready access to the cargo. All types of containers will have construction, fittings, and fastenings able to withstand, without permanent distortion, all the stresses that may be applied in normal service use of continuous transportation. Except as otherwise provided, the term "Container" is interchangeable with trailer and has common meaning.

In this tariff the terms 20 ft. container, 40 ft. container, 40 ft. high-cube container, 45 ft. container apply to containers with the following exterior dimensions:

	L	W	H
20 Foot	20 Feet	8 Feet	8 Feet 6 1/2 Inches
40 Foot	40 Feet	8 Feet	8 Feet 6 1/2 Inches
40 Foot High-Cube	40 Feet	8 Feet	9 Feet 6 1/2 Inches
45 Foot	45 Feet	8 Feet	9 Feet 6 1/2 Inches

CONTAINER YARD (CY)

The location designated by the Carrier where the Carrier assembles, holds or stores containers.

CONTAINER FREIGHT STATION (CFS)

The term "Container Freight Station" means the location designated by the Carrier or its agent for the receiving by Carrier or by their authorized agent of goods to be moved in containers.

DEMURRAGE

The term "Demurrage" indicates a charge assessed against cargo remaining in or on Carrier's containers after the expiration of free time.

DRY GOODS

The term "Dry Goods" covers Textiles, Fabrics, Clothing Items.

FULL VISIBLE CAPACITY

The term "Full Visible Capacity" shall be understood to mean that the container shall be loaded as full as the
character of the freight and other conditions permit, so that no more of the same type freight can be loaded therein, consistent with safety and precautions against damage.

GOODS

The term "Goods" means the cargo accepted from Shipper and includes the containers and/or rolling equipment not supplied by or on behalf of Carrier.

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TARIFF TERMS

(continued from the previous page)

HANDLING CHARGES

The term "Handling Charges" or "Terminal Handling Charges" means the charges for those services performed in moving or conveying cargo, including ordinary breaking down, sorting and trucking (1)from place where unloaded from railroad car, truck or other vehicle on the terminal direct to ship's tackle, or (2)from place of rest on terminal, barge or lighter to ship's tackle, or (3)between Carrier's container and place of rest in terminal.

HOLIDAY

The term "Holiday" means any day designated as full holiday nationally, by state statute or by local proclamation and those on which service to the shipping public is not offered.

IN PACKAGES

The term "In Packages" shall include any shipping formother than "loose", "in glass or earthenware, loose" or "on skids".

KNOCKED DOWN

The term "Knocked Down" (K.D.) 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% from its normal shipping cubage when set up or assembled.

KNOCKED DOWN FLAT

The term "Knocked Down Flat" (K.D.F.) means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 66-2/3% from its normal shipping cubage when set up or assembled.

LESS THAN TRUCKLOAD (LTL)

The term "Less than Truckload" or "LTL" indicates the application of a rate or other provision, on a quantity of freight comprising less than a specific truckload minimum quantity.

NESTED

The term "Nested" means that 3 or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or 3 or more of the articles must be placed one within the other so that each upper article will not project above the next lower article more than one-third of its height.

NESTED SOLID

The term "Nested Solid" means that 3 or more of the articles must be placed one within or upon other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than 1/2 in.

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TARIFF TERMS

(continued from the previous page)

NET TON
Except as otherwise provided in this tariff, the term "net ton" means a ton of 2,000 lbs.

PACKAGE
The term "Package" shall include any piece, shipping unit, machine or article of any description, whether or not enclosed or boxed in whole or in part, except goods shipped in bulk, provided however that in the case of goods carried in containers, van or containers, the word "Package" shall mean the container, van or container.

PERSON
The term "Person" shall include an individual corporation, partnership and any other entity.

PLACE
The term "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" or "Station".

PLACE OF REST
The term "Place of Rest" means the designated place or area on the pier, or wharf served by Carrier where cargo is placed for loading to vessel or where it is placed during unloading operations from vessel.

POINT
The term "Point" means a Participating Carrier's Terminal located within a particular city, town, village or community from or to which rates apply.

PORT
The term "Port" means the place where ocean Carrier's vessel calls.

PRIVATE-OWNED VEHICLE
Automobiles owned by an individual or a family for his or her own personal use.

QUALITY
That process by which the Carrier strives to meet its customers' needs the first and every time by anticipating and preventing problems.

REGULAR TERMINAL
The term "Regular Terminal" means the premises regularly employed by Carrier for the receipt and delivery of shipments.

SHIPMENT
Except as otherwise provided, a shipment is defined as that quantity of freight received from one Shipper at one point of origin, at one place one time on one bill of lading or shipping document for delivery to one consignee, at one point of destination.

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TARIFF TERMS

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SHIPPER
The term "Shipper" shall include the person named as such in the bill of lading, the consignee and the owner of the goods, the holder of a negotiable bill of lading and the person for whose account the goods are shipped.

STORAGE
The term "Storage" shall include the charge assessed by the terminal on cargo remaining at the terminal after free time has expired and before such cargo has been loaded to the vessel or before such cargo has been placed in public warehouse for storage.

SITE
The term "Site" means a particular platform or specific location for loading or unloading at a "Place".

TENDER FOR DELIVERY
Arrangements made by the Carrier to have a shipment available for pick up by the consignee or his agent.

TRAILER
See "Container".

TRUCK
The term "Truck" means a vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.

TRUCKLOAD (TL)
The term "Truckload" or "TL" indicates the application of a rate, or other provision, on a specified minimum quantity.

VENTILATED, VENTILATION
The term "Ventilated" or "Ventilation" means equipment with openings to permit the passage of air through such openings.

CONVERSION OF METRIC FACTORS

FROM	TO	FORMULA
Pounds	Kilograms	Multiply Pounds by 0.45359
Short Tons (ST)	Kilo Tons	Multiply Short Tons by 0.90718
Long Tons (LT)	Kilo Tons	Multiply Long Tons by 1.016042
Pounds/Cu Ft	Kgs/M3	Multiply Pounds/Cu. Ft. by 16.0184
Cu Ft/2000 Lbs	M3/1000 Kgs	Multiply Cu Ft/ST by 0.31213
Cu Ft/2240 Lbs	M3/1000 Kgs	Multiply Cu Ft/LT by 0.02787
Feet	Meters	Multiply Feet by 0.3048
Cubic Feet	Cubic Meters	Multiply Cubic Feet by 0.028317
Rate/ST	Rate/KT	Multiply Rate/ST by 1.1023
Rate/LT	Rate/KT	Multiply Rate/LT by 0.98421
Rate/40 Cu Ft	Rate/M3	Multiply Rate/40 Cu Ft by 0.88285

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TRANSPORTATION RATES

GENERAL CARGO, NOS, NON-HAZARDOUS Commodity No. : 0100

Origin: Ports and Points in USA Destination: Ports and Points in PUERTO RICO

Rate Basis	Container Type	Size	Service	Base Rate	Rate Notes
WM	ALL		ALL	$ 500.00	Also applies to Breakbulk Cargo

Origin: (R) U.S. PORTS (see Rule 1-A) Destination: SAN JUAN, PUERTO RICO

Rate Basis	Container Type	Size	Service	Base Rate	Rate Notes
PC	GP	20	CY/CY	$ 4,690.00	
PC	GP	40	CY/CY	$ 5,340.00	
PC	RF	40	CY/CY	$ 7,400.00	Rate applies to Frozen Cargo
PC	RF	40	CY/CY	$ 7,500.00	Rate applies to Chilled/Fresh Cargo
PC	HC	45	CY/CY	$ 6,050.00	

Origin: Ports and Points in PUERTO RICO Destination: Ports and Points in USA

Rate Basis	Container Type	Size	Service	Base Rate	Rate Notes
WM	ALL		ALL	$ 500.00	Also applies to Breaklbulk Cargo

Origin: SAN JUAN, PUERTO RICO Destination: (R) U.S. PORTS (see Rule 1-A)

Rate Basis	Container Type	Size	Service	Base Rate	Rate Notes
PC	GP	20	CY/CY	$ 2,720.00	
PC	GP	40	CY/CY	$ 3,520.00	
PC	RF	40	CY/CY	$ 4,790.00	Rate applies to Frozen Cargo
PC	RF	40	CY/CY	$ 5,189.00	Rate applies to Chilled/Fresh Cargo
PC	HC	45	CY/CY	$ 3,995.00	

GENERAL CARGO, NOS, HAZARDOUS Commodity No. : 0150

EXCLUDES:
Most class 1 Explosive Cargo with the exception of class 1.4:
All Flammable Liquids class 3 with a packing group of PGI especially when moved in bulk:
All class 5.1 Blasting Agents;
All class 5.2 Organic Peroxides that are temperature controlled for stability;
All Poison Liquids class 6.1 with a Poison Inhalation
Hazard of Zone A or B especially when moved in bulk;
All Radioactive Materials class 7 that carry a Yellow II or Yellow III label;
All class 8 Corrosives in bulk in packaging group I;
Ammonia Nitrate;
Cryogenic Liquids class 2.2 moving in bulk ISO tanks under special permits;
These products include: Carbon Dioxide, Refrigerated Liquid; Helium Refrigerated Liquid;
Argon Refrigerated Liquids; Oxygen, Refrigerated Liquid;
All Flammable Gases 2.1 in bulk, all Poison Gases class 2.3 with a Poison Inhalation
Hazard of Zone A or B.

Origin: Ports and Points in USA Destination: Ports and Points in PUERTO RICO

Rate Basis	Container Type	Size	Service	Base Rate	Rate Notes
WM	ALL	ALL		$ 1,000.00	(R) Also applies to Breaklbulk Cargo

Origin: (R) U.S. PORTS (see Rule 1-A) Destination: SAN JUAN, PUERTO RICO

Rate Basis	Container Type	Size	Service	Base Rate	Rate Notes
PC	GP	20	CY/CY	$ 5,120.00	
PC	RE	20	CY/CY	$ 7,320.00	Rate applies to SOC, Frozen Cargo
PC	RE	20	CY/CY	$ 7,420.00	Rate applies to SOC, Chilled/Fresh Cargo
PC	GP	40	CY/CY	$ 5,830.00	
PC	RF	40	CY/CY	$ 7,950.00	
PC	RF	40	CY/CY	$ 8,050.00	
PC	HC	45	CY/CY	$ 6,570.00	

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GENERAL CARGO, NOS, HAZARDOUS **Commodity No. : 0150**

(concluded from the previous page)

Origin: Ports and Points in PUERTO RICO Destination: Ports and Points in USA

Rate Basis	Container Type	Size	Service	Base Rate	Rate Notes
WM	ALL		ALL	$ 1,000.00	(R) Also applies to Breaklbulk Cargo

Origin: SAN JUAN, PUERTO RICO Destination: (R) U.S. PORTS (see Rule 1-A)

Rate Basis	Container Type	Size	Service	Base Rate	Rate Notes
PC	GP	20	CY/CY	$ 3,340.00	
PC	GP	40X	CY/CY	$ 3,900.00	
PC	RF	40	CY/CY	$ 5,600.00	Rate applies to Frozen Cargo
PC	RF	40	CY/CY	$ 5,730.00	Rate applies to Chilled/Fresh Cargo
PC	HC	45	CY/CY	$ 4,400.00	

FREIGHT ALL KINDS, NON-HAZARDOUS & HAZARDOUS Commodity No. : 0200

Notes: 1. Including but not limited to resin, chemicals, grains, canned food. Rule No. 69 will not apply.

2. Rates will include Bunker, Port Security, PRPA and IMO Low Sulphur Fee.

3. Hazardous shipments exclude the same items excluded under Commodity No. 0150.

(D)

(D) Last vessel call at Port Everglades November 2024.