



ORGANIZATION RECORD

Name	Allseas Global Project Logistics Limited
FMC Org. Number	[TBD]
Organization Type	Foreign- registered NVOCC
Home Office Address	Adelaide Mill, Gould Street, Oldham, OL1 3LL
Home Office Tel.	0161 272 8989
Tariff location	

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ALLSEAS RULES TARIFF

TARIFF INFORMATION RECORD

FMC Org. Number	TBD
Tariff Number	100
Title	ALLSEAS GLOBAL PROJECT LOGISTICS LIMITED – RULES TARIFF
Issue Date	TBD
Tariff Type	Rules
Weight Rating	Kilograms
Volume Rating	Cubic Meters
Currency	United States Dollars
Description	Allseas Rules Tariff
Name	ALLSEAS GLOBAL PROJECT LOGISTICS LIMITED
Address	Adelaide Mill, Gould Street
City	Oldham, OL1 3LL
Contact	David Ambrose, CFO
Telephone	0161 272 8989
Location of Tariff	
Origin and Destination Scope	TO/FROM ALL US - WORLDWIDE

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Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

RULE 1A – SCOPE

“Carrier” means ALLSEAS GLOBAL PROJECT LOGISTICS LIMITED, Adelaide Mill, Gould Street, Oldham, OL1 3LL UNITED KINGDOM

Rates, Rules and Regulations in this Tariff apply on shipments BETWEEN Ports or Points in the United States AND Ports and Points in Foreign Countries named below. All shipments handled under this Tariff shall be transported from Origin Port or Point to Destination Port or Point under Carrier's standard terms and conditions as evidenced in the terms and conditions in Tariff Rule 1B and the Carrier's multimodal Bill of Lading and shall be governed by the terms thereof. Except as otherwise specifically provided in this Tariff, rates and conditions apply to service provided by the Carrier:

APPLICATION OF INTERMODAL RATES

1. Rates in this Tariff apply from or to United States and Foreign Interior Points as specified in individual rate items via Interchange Ports.
2. Rates are through water-rail, water-rail-motor, water- motor, rail-water, motor-rail-water or motor-water rates.
3. Rates include all charges for switching, drayage and other transfer service (including handling and wharfage) at interchange ports or intermediate points on shipments handled through and not stopped for special service at such interchange ports or intermediate points.
4. Intermodal Rates apply on shipments in containers, except as provided in the individual rate items.
5. Except as otherwise specifically provided, all rules, regulations and charges applicable to United States Ports are also applicable to United States Interior Points via Intermodal Service.
6. Rules, regulations and rates published herein apply BETWEEN ALL United States Ports and Points AND Worldwide Ports and Points (below):

UNITED STATES INTERIOR POINTS:

All Points in all U.S. States and Territories, including Guam, Puerto Rico and the U.S. Virgin Islands.

INTERCHANGE PORTS:

All United States Ports, including Atlantic, Gulf, Pacific and Great Lakes Ports; Ports in Alaska and Hawaii; Ports in Guam, Puerto Rico and the U.S. Virgin Islands.

WORLDWIDE PORTS AND POINTS:

Continent - Includes Ports in the Ghent/Hamburg Range and Inland Points Via such Ports.

France/Iberia - Includes Atlantic Coast Ports in France and Atlantic Coast Ports in Spain and Portugal and Inland Points Via such Ports.

United Kingdom - Includes Ports in England, Scotland, Wales, Northern Ireland and the Republic of Ireland and Inland Points Via such Ports.

Scandinavia - Includes Ports in Denmark, Iceland, Finland, Norway, Sweden, and Baltic Ports in the Kiel/St. Petersburg Range and Inland Points Via such Ports.

Mediterranean - Includes Ports in the Mediterranean Sea in the Gibraltar, Spain/Oran, Algeria Range, including Ports in the Adriatic, Aegean and Black Seas and Islands therein, and Inland Points Via such Ports.

Morocco - Includes Mediterranean and Atlantic Ports in Morocco and Inland Points Via such Ports.

Africa - Includes West, South and East Africa Ports in the El Aaiun/Berbera Range, exclusive of Berbera and including Madagascar and Inland Points Via such Ports.

Middle East - Includes Ports on the Red Sea, Gulf of Aden, Arabian Sea, Persian Gulf and the Gulf of Oman in the Berbera/Karachi Range inclusive of Berbera and exclusive of Karachi and Inland Points Via such Ports.

India/Myanmar - Includes Ports in the Karachi/Rangoon Range and those in Sri Lanka and Inland Points via such Ports.

Far East - Includes Ports in Japan, Hong Kong, Philippines, Taiwan, Korea, China, Cambodia, and Vietnam and Inland Points Via such Ports.

Russia - Includes All Ports in the countries of the Former Union of Soviet Socialist Republics not otherwise named above and Inland Points Via such Ports.

South China Sea - Includes Ports in Malaysia, Singapore and Thailand and Inland Points Via such Ports.

Indonesia - Includes Ports in Indonesia and Inland Points Via such Ports.

Australasia - Includes Ports in Australia, New Zealand, and South Pacific Islands, and Inland Points Via such Ports.

East Coast of Central America and Mexico - Includes East Coast Ports of Central America and Mexico in Mexico, Belize, Guatemala, Honduras, Nicaragua, Costa Rica and Panama and Inland Points Via such Ports.

East Coast of South America - Includes East Coast Ports of South America in Colombia, Guyana, Suriname, French Guiana, Brazil, Uruguay and Argentina and Inland Points Via such Ports.

West Coast of Central America and Mexico - Includes West Coast Ports of Central America in Mexico, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica and Panama and Inland Points Via such Ports.

West Coast of South America - Includes West Coast Ports of South America in Colombia, Ecuador, Peru and Chile and Inland Points Via such Ports.

Venezuela - Includes Ports in Venezuela and Inland Points Via such Ports.

Caribbean - Includes Ports in the Bahamas, Cayman Islands, Dominican Republic, Guadeloupe, Haiti, Jamaica, Leeward and Windward Islands, Martinique, Trinidad and Tobago, Turks and Caicos Islands and the Virgin Islands (British) and Inland Points Via such Ports.

Canada - Includes Ports in Canada and Inland Points Via such Ports.

INLAND POINT(S): Worldwide Points (As specified above)

INTERCHANGE PORT(S): Worldwide Ports (As specified above)

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RULE 1B - ALLSEAS Standard Terms and Conditions

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

STANDARD TERMS AND CONDITIONS

0. GENERAL.

0.1 These standard Terms and Conditions are a legally binding contract between the Carrier and Customer, and apply upon commencement to all transportation, storage, transfer, interchange and other services ("Services") provided by the Carrier to or for any Customer at any location, whether or not the Carrier issues any other document, or whether the Carrier and Customer enter any other agreement. Except and to the extent otherwise expressly set forth herein, these Terms and Conditions constitute the entire agreement of the parties, and supercede all prior agreements or offers.

0.2 Unless a specifically negotiated agreement or contract has been agreed upon, these Terms and Conditions shall continue to apply, but such negotiated agreement shall be paramount and prevail insofar as its terms are inconsistent with these Terms and Conditions, but no further.

0.3 To the extent that they are inconsistent with these Terms and Conditions, the terms and conditions set forth in any document containing terms and conditions governing the conditions of carriage or service, such as Bill of Lading, cargo receipt, sea waybill, air waybill, and any applicable tariff published by the Carrier, the terms and conditions set forth in such document shall govern.

0.4 Where the Customer uses or accesses any information system operated by the Carrier, any user terms shall govern the use or access of such system to the extent they are inconsistent with these Terms and Conditions.

0.5 Every variation, cancellation, or waiver of these Terms and Conditions or any part thereof shall be in writing and duly signed by an authorized signatory of the Customer. Notice is hereby given that no other person has or will be given any authority whatsoever to agree to any variation, cancellation, or waiver of these Terms and Conditions.

1. DEFINITIONS

"Carrier" means **ALLSEAS GLOBAL PROJECT LOGISTICS LIMITED**

"Carriage" means the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all other services whatsoever undertaken by the Carrier in relation to the Goods.

"Container" includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any ancillary equipment.

"Customer" means any person at whose request or on whose behalf Carrier provides services and includes the shipper, holder, consignee, receiver of the goods, any person owning, having an interest in or entitled to the possession of the goods and/or any agent, "notify party" or

anyone else acting on behalf of or as principals of such persons. It is the responsibility of the Customer to provide notice and copy(s) of these Terms and Conditions to its agents or representatives.

"Freight" includes all charges, including storage charges, payable to the Carrier in accordance with the applicable Tariff, the Bill of Lading, and these Terms and Conditions.

"Goods" means the whole or any part of the cargo including any packaging accepted from the Shipper at any time and includes any Container not supplied by or on behalf of the Carrier.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February 1968, but only if such amendments are compulsorily applicable to the Carrier's Bill of Lading. However, nothing in these Terms and Conditions shall be construed as contractually applying the said Rules as amended by the said Protocol.

"Holder" means any Person for the time being legally in possession of the relevant Carrier's Bill of Lading to or in whom rights of suit and/or liability under the Carrier's Bill of Lading have been transferred and vested.

"Multimodal Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the Carrier's Bill of Lading.

"Ocean Transport" means Port-to-Port Shipment.

"Package" where a Container is loaded with more than one package or unit, the packages or other units enumerated on the reverse hereof as packed in such Container are each deemed to be a Package.

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

"Port-to-Port Shipment" is when the Carriage is not Multimodal Transport.

"Subcontractor" includes owners, charterers and operators of vessels (other than the Carrier), stevedores, depot operators, terminal and groupage operators, road and rail transport operators, warehousemen and any independent contractors employed by the Carrier performing the Carriage and any direct or indirect Subcontractors, servants and agents thereof whether in direct contractual privity or not.

"Terms and Conditions" means the Carrier's Standard Terms and Conditions as set forth in the Tariff as well as all terms, rights, defenses, provisions, conditions, exceptions, limitations and liberties thereof.

"US COGSA" means the United States Carriage of Goods by Sea Act 1936.

"Vessel" means any water borne craft used in the carriage under the Carrier's Bill of Lading which may be a feeder vessel or an ocean vessel.

2. CARRIER'S TARIFF

Reference herein to the Carrier's applicable Tariff shall be reference to the charges for the provision of the services set-out on the reverse of the Carrier's Bill of Lading agreed by the Carrier or its agent with the Customer whether in writing or otherwise. The Carrier shall be entitled to

payment on demand and on an indemnity basis for any charges that it incurs, either directly or through its agents, in respect of vehicle/equipment/container demurrage, detention costs, quay rent, storage charges or other charges incurred as a consequence of a delay in loading and/or taking delivery of the Goods beyond the free period customarily available at the place where the events giving rise to the charges occurred or the period stated on the reverse of the Carrier's Bill of Lading.

3. WARRANTY

The Customer warrants that in agreeing to these Terms and Conditions he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and the Bill of Lading.

4. SUBCONTRACTING

4.1 The Carrier shall be entitled to subcontract on any terms whatsoever the whole or any part of the Carriage as defined herein.

4.2 The Customer undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of Goods whether or not arising out of negligence on the part of such Person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such servant, agent, and Subcontractor shall have the benefit of all Terms and Conditions of whatsoever nature contained in the Carrier's Bill of Lading or otherwise benefiting the Carrier including any limits of liability and the law and jurisdiction clause, as if such Terms and Conditions (including any limits of liability and the law and jurisdiction clause) were expressly for their benefit and, in entering into this agreement contract the Carrier, to the extent of such Terms and Conditions, does so on its own behalf, and also as agent and trustee for such servants, agents and Subcontractors.

4.3 The provisions of the second sentence of clause 4.2, including but not limited to the undertaking of the Customer contained therein, shall extend to all claims or allegations of whatsoever nature howsoever made against other Persons chartering space on the carrying vessel.

4.4 The Customer further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with these Terms and Conditions and of the Carrier's Bill of Lading which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence or otherwise on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

5. CARRIER'S RESPONSIBILITY: PORT-TO-PORT SHIPMENT

5.1 Where the Carriage is Port-to-Port, then any liability of the Carrier for loss of or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Discharge shall be determined in accordance with any national law making the Hague Rules compulsorily applicable to the Carrier's Bill of Lading (US COGSA for shipments to or

from the United States of America) or in any other case in accordance with the Hague Rules Articles 1-8 inclusive only.

5.2 The Carrier shall have no liability whatsoever for any loss, damage or mis-delivery to the Goods while in its actual or constructive possession before loading or after discharge, howsoever or wheresoever caused where such loss, damage or mis-delivery could not have been avoided by the exercise of reasonable care by the Carrier. Notwithstanding the above, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defense, limitation and liberty in the Hague Rules as applied by clause 5.1 herein during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

5.3 Where US COGSA applies then the provisions stated in the said Act shall govern before loading or after discharge from the vessel, as the case may be, during Carriage to or from a container yard or container freight station in or immediately adjacent to the sea terminal at the Port of Loading and/or Discharge. If the Carrier is requested by the Customer to procure Carriage by an inland carrier in the United States of America and the inland carrier in his discretion agrees to do so, such carriage shall be procured by the Carrier as agent only to the Customer and such carriage shall be subject to the inland carrier's contract and tariff. If for any reason the Carrier is denied the right to act as agent at these times, his liability for loss damage or delay to the Goods shall be determined in accordance with clause 6 hereof.

5.4 In the event that the Customer requests the Carrier to deliver the Goods: (a) at a port other than the Port of Discharge; or (b) (save in the United States of America) at a place of delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken at the Customer's cost on the basis that the Terms and Conditions of the Carrier's Bill of Lading are to apply to such Carriage as if the ultimate destination agreed with the Customer had been entered on the reverse side of the Carrier's Bill of Lading as the Port of Discharge or Place of Delivery.

6. CARRIER'S RESPONSIBILITY – MULTIMODAL TRANSPORT

Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as is otherwise provided for in the Carrier's Bill of Lading, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below:

6.1 Where the stage, place or time of Carriage where loss or damage occurred is not known.

(a) Exclusions

The Carrier shall be relieved of liability for any loss or damage where such loss or damage was caused by:

- (i) an act or omission of the Customer or Person acting on behalf of the Customer other than the Carrier, his servant, agent or Subcontractor,
- (ii) compliance with instructions of any Person, including the Customer, entitled to give them,
- (iii) insufficient or defective condition of packing or marks,

(iv) handling, loading, stowage or unloading of the Goods by the Customer or any Person acting on his behalf,

(v) inherent vice of the Goods,

(vi) strike, lock out, stoppage or restraint of labor, from whatever cause, whether partial or general,

(vii) a nuclear incident,

(viii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof

The burden of proof that the loss or damage was due to one or more of the causes or events specified in this clause 6.1 shall rest upon the Carrier, save that, if the Carrier establishes that the loss or damage could be attributed to one or more of the causes or events specified in clause 6.1 (a)(iii), (iv) or (v) herein, it shall be presumed that it was so caused.

(c) Limitation of Liability

Except as provided in clauses 7.2(a), (b) or 7.3, if clause 6.1 operates, total compensation shall under no circumstances whatsoever and howsoever arising exceed USD 500 per package where Carriage includes Carriage to, from or through a port in the United States of America and in all other cases 2 SDRs per kilo of the gross weight of the Goods lost or damaged.

6.2. Where the stage of Carriage where the loss or damage occurred is known the liability of the Carrier in respect of such loss or damage shall be determined:

(a) by the provisions contained in any international convention or national law which provisions

(i) cannot be departed from by private contract to the detriment of the Customer, and

(ii) would have applied if the Customer had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply; or

(b) in case of shipments to or from the United States of America by the provisions of US COGSA if the loss or damage is known to have occurred during Carriage by sea to or from the USA or during Carriage to or from a container yard (CY) or container freight station (CFS) in or immediately adjacent to the sea terminal at the Port of Loading or of Discharge in ports of the USA; or

(c) by the Hague Rules Articles 1-8 only inclusive where the provisions of clauses 6.2(a) or (b) do not apply if the loss or damage is known to have occurred during Carriage by sea; or

(d) if the loss or damage is known to have occurred during inland Carriage in the USA, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or, in the absence of such contract or tariff, by the provisions of clause 6.1, and in either case the law of the State of New York will apply; or

(e) where the provisions of clause 6.2(a), (b), (c) and/or (d) above do not apply, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage

occurred or, in the absence of such contract or tariff, the provisions of clause 6.1. For the purposes of clause 6.2, references in the Hague Rules to carriage by sea shall be deemed to include references to all waterborne Carriage and the Hague Rules shall be construed accordingly.

6.3 If the Place of Receipt or Place of Delivery is not named on the reverse hereof the Carrier shall be under no liability whatsoever for loss or damage to the Goods howsoever occurring:

(a) if the Place of Receipt is not named on the reverse hereof and such loss or damage arises prior to loading on to the vessel; or

(b) if the Place of Delivery is not named on the reverse hereof, if such loss or damage arises subsequent to discharge from the vessel, save that where US COGSA applies, then the provisions stated in the said Act shall govern before loading on to and after discharge from any vessel and during Carriage to or from a container yard or container freight station in or immediately adjacent to the sea terminal at the Port of Loading and/or Discharge.

6.4 Alteration of Place of Delivery at Customer's Request

In the event that the Customer requests, and the Carrier agrees to alter the Place of Delivery, such amended Carriage will be undertaken at the Customer's cost on the basis that the Terms and Conditions of the Carrier's Bill of Lading are to apply until the goods are delivered to the Customer at such amended Place of Delivery.

7. COMPENSATION AND LIABILITY PROVISIONS

7.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid. If there is no invoice, no bona de invoice or no invoice value of the Goods, such compensation shall be calculated by reference to the normal market value of the Goods concerned at the place and time they are delivered, or should have been delivered, to the Customer.

7.2 Save as is provided in clause 7.3:

(a) Where the Hague Rules apply by national law by virtue of clause 5.1 or clause 6.2(a) the Carrier's liability shall in no event exceed the amounts provided in the applicable national law. If the Hague Rules Article 1-8 only apply pursuant to clause 5.1 or 6(c) the Carrier's maximum liability shall in no event exceed GBP 100 per Package or unit.

(b) Where Carriage includes Carriage to, from or through a port in the United States of America and US COGSA applies by virtue of clause 5.1 or 6.2(b) neither the Carrier nor the Vessel shall in any event be or become liable in any amount exceeding US\$500 per Package or customary freight unit.

(c) In all other cases compensation shall not exceed the limitation of liability of 2 SDRs per kilo.

7.3 The Customer agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in the Bill of Lading may be claimed only when, with the written consent of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated in the box marked "Declared Value" on the reverse of the Bill of Lading and extra freight has been paid. In such circumstances, the amount of the declared value shall be substituted for the limits laid down in the Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

7.4 Nothing shall operate to limit or deprive the Carrier of any statutory protection, defense, exception or limitation of liability authorized by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying ship or vessel.

8. GENERAL

8.1 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any licenses, permission, sale contract, or credit agreement of the Customer or any market or use of the Goods and the Carrier shall under no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage caused by any delay whatsoever. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the Carriage and no more.

8.2 Save as is otherwise provided herein, the Carrier shall under no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

8.3 Once the Goods have been received by the Carrier for Carriage the Customer shall not be entitled to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this Bill of Lading nor to instruct or require delivery of the Goods at any place other than the Port of Discharge or Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever including but not limited to the exercise of any right of stoppage in transit conferred by the Customer's contract of sale or otherwise. The Customer shall indemnify the Carrier against all claims, liabilities, loss, damage, cost and/or costs (including but not limited to legal costs), delay or other expenses of whatsoever nature caused to the Carrier, his Subcontractors, servants or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any stoppage (whether temporary or permanent) in the Carriage of the Goods whether at the request of the Customer, or in consequence of any breach by the Customer of this clause, or in consequence of any dispute whatsoever in respect of the Goods (including, but without limit, disputes as to ownership, title, quality, quantity or description of and/or payment for the Goods) involving any one or more party or parties defined herein as the Customer as between themselves or with any third party other than the Carrier and the liberties provided for herein shall be available to the Carrier in the event of any such stoppage.

8.4 These Terms and Conditions shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Customer whether before, during or after the Carriage.

9. NOTICE OF LOSS AND TIME BAR

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the Place of Delivery (or Port of Discharge if no Place of Delivery is named on the reverse of the Carrier's Bill of Lading) before or at the time of removal of the Goods into the custody of the Customer or, if the loss or damage is not apparent, within three days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in the Carrier's Bill of Lading. In any event, the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one year after their delivery or the date when they should have been delivered.

10. DEFENSES AND LIMITS FOR THE CARRIER

The Terms and Conditions of whatever nature provided for in the Carrier's Bill of Lading shall apply in any action against the Carrier for any loss or damage whatsoever and howsoever occurring (and, without restricting the generality of the foregoing, including delay, late delivery and/or delivery without surrender of the Bill of Lading) and whether the action be founded in contract, bailment or in tort and even if the loss or damage arose as a result of unseaworthiness, negligence or fundamental breach of contract.

11. SHIPPER-PACKED CONTAINERS

If a Container has not been packed by the Carrier:

11.1 The Bill of Lading shall be a receipt only for such a Container;

11.2 The Carrier shall not be liable for loss of or damage to the contents and the Customer shall indemnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss of or damage to the contents and/or such injury, loss, damage, liability

or expense has been caused by all matters beyond his control including inter alia, without prejudice to the generality of this exclusion.

(a) the manner in which the Container has been packed; or

(b) the unsuitability of the Goods for carriage in Containers: or

(c) the unsuitability or defective condition of the Container or the incorrect setting of any thermostatic, ventilation, or other special controls thereof, provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition could have been apparent upon reasonable inspection by the Customer at or prior to the time the Container was packed.

11.3 The Customer is responsible for the packing and sealing of all shipper-packed Containers and, if a shipper-packed Container is delivered by the Carrier with its original seal as axed by the Shipper intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

11.4 The Shipper shall inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use.

12. PERISHABLE AND REFRIGERATED CARGO

12.1 Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless there is noted on the reverse side of the Bill of Lading that the Goods will be carried in a refrigerated, heated electrically ventilated or otherwise specifically equipped Container. The Customer undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialized attention or measures without giving written notice of their nature and the required temperature or other setting of the thermostatic, ventilation or other special controls to the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods howsoever or wheresoever arising.

12.2 The Customer should take note that refrigerated Containers are not designed:

(a) to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for the Carriage; nor

(b) to monitor and control humidity levels, even though a setting facility may exist, since humidity is influenced by many external factors and the Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.

12.3 The term "apparent good order and condition" when used in the Carrier's Bill of Lading with reference to goods which require refrigeration, ventilation or other specialized attention does not mean that the Goods, when received were verified by the Carrier as being at the carrying temperature, humidity level or other condition designated by the Customer.

12.4 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialized machinery, plant, insulation and/or apparatus of the Container, vessel, conveyance and any other facilities, provided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.

13. INSPECTION OF GOODS

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

14. DESCRIPTION OF GOODS

14.1 The Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or units indicated overleaf.

14.2 No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

14.3 The Shipper warrants to the Carrier that the particulars relating to the Goods as set out on the reverse of the Bill of Lading have been checked by the Shipper on receipt of the Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Shipper also warrants that the Goods will not cause any loss, damage or expense to the Carrier or to any other cargo or third party during the Carriage.

14.4 If any particulars of any Letter of Credit and/or Import License and/or Sales Contract and/or Invoice or Order number and/or details of any contract to which the Carrier is not a party, are shown on the face of the Carrier's Bill of Lading, such particulars are included at the sole risk of the Customer and for his convenience only. The Customer agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases Carrier's liability under the Bill of Lading or binds the Carrier in any way to such particulars.

15. CUSTOMER'S RESPONSIBILITY

15.1 All Persons coming within the definition of Customer herein shall be jointly and severally liable to the Carrier for the fulfilment of all obligations undertaken by the Customer.

15.2 The Customer is deemed to be aware of the dimensions and capacity of any Containers released to them and to have accepted them on that basis. The Customer shall be liable for and shall indemnify the Carrier against all loss, damage, delay, fines, cost and/or costs (including but not limited to legal costs) and/or expenses arising from any breach of any of the warranties in clause 14.3 or from any other cause whatsoever in connection with the Goods for which the Carrier is not responsible.

15.3 The Customer shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all the duties, dues, taxes, fines, expenses or losses (including, but not limited to Freight for any additional Carriage undertaken), incurred or suffered, by

reason of any illegal incorrect or insufficient declaration or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

15.4 If Containers supplied by or on behalf of the Carrier are unpacked at the Customer's premises, the Customer is responsible for returning the empty Containers, with interiors cleaned, odor free and in the same condition as received, to the point or place designated by the Carrier, within the time prescribed. Should a Container not be returned in the condition required and/or within the customary period, the Customer shall be liable for any detention or delay, loss or expense incurred as a result thereof.

15.5 Containers released into the Care of the Customer for packing, unpacking or any other purpose whatsoever are at the sole risk of the Customer until redelivered to the Carrier. The Customer shall indemnify the Carrier for all loss of and/or damage and/or delay to such Containers.

16. FREIGHT, EXPENSES AND FEES

16.1 Full Freight shall be payable based on particulars furnished by or on behalf of the Shipper. The Carrier may at any time open and inspect the Goods or Container(s) and, if the Shipper's particulars are incorrect, the Customer and the Goods shall be liable for the correct Freight and any expenses incurred in examining, weighing, measuring, or valuing the Goods.

16.2 Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event, vessel and/or cargo lost or not lost.

16.3 All sums payable to the Carrier are due on demand and shall be paid in full.

16.4 The Customer's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight in the applicable Tariff. In the event of any discrepancy between Freight items in the Bill of Lading and any Carrier invoices, the latter shall prevail.

16.5 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution at latest before delivery of the Goods.

16.6 If the Customer fails to pay the Freight when due he shall be liable also for payment of a service fee, interest due on any outstanding and/or overdue sum, legal or agent's fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorized agent, shall not be deemed payment to the Carrier and shall be made at the Customer's sole risk.

16.7 Despite the acceptance by the Carrier of instructions to collect Freight, duties, fees, demurrage/detention and costs and expenses from the shipper or consignee or any other Person, then, in the absence of payment (for whatever reason) by such shipper or consignee or other Person when due, the Customer shall remain responsible for and for the payment of such Freight, duties, fees, demurrage/detention and costs and expenses on receipt of evidence of demand within the meaning of clause 16.3.

16.8 If the Carrier, at its sole discretion, grants credit on any sums payable to the Carrier, the terms and conditions applicable to any credit (Credit Terms) are available from the Carrier or his authorized agents. The applicable Credit Terms will automatically apply to any granting of credit by the Carrier, unless otherwise agreed by the Carrier in writing. Where the Customer is in default

of the Credit Terms the Carrier shall be entitled to withdraw credit without notice and with immediate effect and to exercise a lien in respect of any sums that fall due as a consequence.

17. LIEN

Without prejudice to the Carrier's common law rights to exercise a lien the Carrier shall have a general lien on the Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier, including but not limited to sums due under this contract and under any contract between the Carrier and the Customer and also for General Average contributions. The Carrier may exercise his lien at any time and any place in his sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the costs of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Customer. The Carrier's lien shall survive delivery of the Goods.

18. OPTIONAL STOW AGE, DECK CARGO AND LIVESTOCK

18.1 The Goods may be packed by the Carrier in Containers and consolidated with other goods in Containers.

18.2 Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Customer unless on the reverse side hereof it is specifically stipulated that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on-deck carriage. Containers will be loaded on deck at shipper's and/or consignee's and/or receiver's risk; the carrier and/or owners and/or vessel being not responsible for loss or damage howsoever arising including loss or damage caused by unseaworthiness and/or the carrier's/owner's/vessel's negligence. Save as provided in clause 18.3, such Goods (except livestock) carried on or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of goods for the purpose of the Hague Rules or US COGSA and shall be carried subject to such Rules or the Act, whichever is applicable.

18.3 Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck and livestock, whether or not carried on deck are carried without responsibility on the part of the Carrier for any loss or damage of whatsoever nature (including but not limited to any claim for salvage indemnity against the Carrier) or delay arising during the Carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and neither the Hague Rules nor US COGSA shall apply.

19. METHODS AND ROUTES OF CARRIAGE

19.1 The Carrier may at any time and without notice to the Customer:

- (a) use any means of transport or storage whatsoever;
- (b) transfer the Goods from one conveyance to another including transshipping or carrying the same on a vessel other than the vessel named on the reverse hereof or by any other means of transport whatsoever even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;
- (c) unpack and remove the Goods which have been packed into a Container and forward them via Container or otherwise;

(d) sail without pilots, proceed via any route, (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or more often;

(e) load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place;

(f) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions.

19.2 The liberties set out in clause 19.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any person(s), undergoing repairs and/or drydocking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with clause 19.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

20. MATTERS AFFECTING PERFORMANCE

If at any time performance of the contract evidenced by the Bill of Lading or Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the exercise of reasonable endeavors, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time the agreement was entered into or the Goods were received for Carriage) the Carrier may at his sole discretion and without notice to the Customer and whether or not the Carriage is commenced either:

(a) Carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in the Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to evoke the terms of this clause then, notwithstanding the provisions of clause 19 hereof, he shall be entitled to charge such additional Freight and/or Costs as the Carrier may determine; or

(b) Suspend the Carriage of the Goods and store them ashore or afloat upon the Terms and Conditions of the Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the carrier elects to invoke the terms of this clause then, notwithstanding the provisions of clause 19 hereof, he shall be entitled to charge such additional Freight and/or Costs as the Carrier may determine; or

(c) Abandon the Carriage of the Goods and place them at the Customer's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of the Goods, and to the Customer, shall cease. Nevertheless, the Carrier shall be entitled to the full Freight on the Goods received for the Carriage, and the Customer shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to use an alternative route under clause 20(a) or to suspend the Carriage under clause 20(b) this shall not prejudice or affect his right subsequently to abandon the Carriage.

21. DANGEROUS GOODS

21.1 The Customer undertakes not to tender for Carriage any Goods which are or which may become of a dangerous, noxious, hazardous, flammable, or damaging nature (including radioactive material), or which are or may become liable to damage any Persons or property whatsoever, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table shall be tendered to the Carrier for Carriage without previously giving written notice of their nature, character, name, label and classification (if applicable) to the Carrier and obtaining his consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without obtaining his consent and/or such marking, or if in the absolute opinion of the Carrier the Goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to the Customer and without prejudice to the Carrier's right to Freight and the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

21.2 The Customer warrants that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable during the Carriage.

21.3 The Customer shall indemnify the Carrier against all claims, liabilities, loss, damage, delay, costs, fines and/or expenses of whatsoever nature arising in consequence of the Carriage of such Goods whether or not the Customer was aware of the nature of such Goods.

21.4 Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere.

22. NOTIFICATION AND DELIVERY

Any mention in the Carrier's Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of the Carrier. Failure to give such notification shall not involve the Carrier in any liability nor relieve the Customer of any obligation hereunder. The Customer shall take delivery of the Goods or any part of them within the free period customarily available at the place where the Goods are to be delivered. If the Customer fails to do so, the Carrier may without notice unpack the Goods if packed in containers and/or store the Goods ashore, afloat, in the open or under cover at the sole risk of the Customer. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall immediately cease and the costs of such storage shall upon demand be paid by the Customer to the Carrier.

If the Goods are unclaimed within a reasonable time or whenever, in the Carrier's opinion, the Goods are likely to deteriorate, be subject to further delay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at his discretion and without prejudice to any other rights which he may have against the Customer without notice and without any responsibility attaching to him sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Customer and apply any proceeds of sale in reduction of the sums due to the Carrier from the Customer in respect of the Bill of Lading.

Refusal by the Customer to take delivery of the Goods in accordance with the terms of this clause and/or to mitigate any loss or damage thereto shall constitute a waiver by the Customer to the Carrier of any claim whatsoever relating to the Goods or the Carriage of the Goods.

The Carrier may in his absolute discretion receive the Goods as Full Container Load and deliver them as less than Full Container Load and/or as break bulk cargo and/or deliver the Goods to more than one receiver. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon the unpacking of the Container.

23. BOTH-TO-BLAME COLLISION CLAUSE

23.1 The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO as amended from time to time and obtainable from the Carrier or his agent upon written request are hereby incorporated herein.

24. GENERAL AVERAGE AND SALVAGE

24.1 General Average to be adjusted at any port or place at the Carrier's option and to be settled according to the York – Antwerp Rules 1994 in accordance with English Law and Practice, and applies to all Goods carried on or under deck. General Average on a vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that vessel.

24.2 Such security, including cash deposits, as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be submitted to the Carrier prior to delivery of the Goods. The Carrier reserves the right to withhold delivery of the Goods prior to such security being lodged. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Customer.

24.3 If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship belonged to strangers.

25. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have the power to waive or vary these Terms and Conditions, those of the applicable specially negotiated agreement, contract, Negotiated Rate Arrangement, NVOCC Service Agreement, or the Bill of Lading, unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

26. LAW AND JURISDICTION

These Terms and Conditions and any claim or dispute arising out of or in connection with services provided by the Carrier shall be governed by and construed in accordance with English law. Any claim brought against the Carrier by the Customer shall be subject to the exclusive jurisdiction of the English Courts. The Carrier is entitled to bring proceedings against the Customer in any jurisdiction, provided always that any claim or dispute will be subject to English law.

27. AGENTS

All limitations, exceptions and conditions herein contained as to the liability of the Carrier shall apply also to the liability, if any, of his agents, vessels, employees and other representatives, and also to the liability, if any, of the owners, vessels, agents, employees and other representatives of any substituted vessel.

RULE 1C: FORM MULTIMODAL BILL OF LADING

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

DRAFT

RULE 2: APPLICATION OF RATES AND CHARGES

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

1. The Tariff rates, rules and charges applicable to a given shipment are those published and in effect on the date the cargo is received by the Carrier or its agent, (including originating carriers in the case of rates for through transportation). A shipment shall not be considered received until the full Bill of Lading quantity has been received. Transportation will be to/from origin/destination ports or points named in Scope Rule 1.
2. Rates apply from end of ship's tackle at Port of Loading to end of ship's tackle at Port of Discharge or From/To Inland Point at Origin/Destination To/From Port of Loading/Discharge and, unless otherwise specifically provided, do not include Lighterage, Terminal Handling, Wharfage or any other Accessorial Charges which are established by Custom of the Port, by Port or Local Tariffs or by U.S. Customs. Any Accessorial Charges which are assessed against the cargo will be for the account of the cargo, even if the Carrier is responsible for the collection thereof.
7. At Shipper's request, rates may be predicated on a value lower than the Bill of Lading limit of value or on an Ad Valorem basis as provided in Tariff Rule 5.
8. Except as otherwise provided, rates apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S. or Refrigerated Cargo, N.O.S. rate will apply.
9. Containers are to be picked up at Carrier's Container Yard (CY) or Terminal, and chassis or flatbed must be provided by the Shipper.
10. For the movement of cargo from/to Inland Points, at Shipper's request, the Carrier will arrange for transportation via Overland Carrier. Overland Carriers will be utilized on an availability of service basis and NOT restricted to any preferred Carriers, except as Carrier deems necessary to guarantee safe and efficient movement of said cargo.
11. Carrier shall NOT be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Carrier.
12. Commodities which are restricted to "Stowage on Deck" in accordance with Code of Federal Regulations (Title 46, Shipping, Parts 146-149) shall be accorded the rates for Dangerous Cargo.
13. The rates provided herein apply in United States Currency and all charges must be prepaid in United States Currency or its equivalent in freely convertible currency. Collect shipments can be accepted only by prior agreement in which case the rate of exchange ruling the day of receipt of cargo by Carrier shall apply. Full freight and charges to Port of Discharge as defined in Bill of Lading shall be considered earned and payable without refund in whole or in part upon receipt of the goods by the Carrier, vessel and/or cargo lost or not lost. Except as otherwise provided in this Tariff, all rates and charges shown herein are to be collected in United States Currency in the United States not later than the time of receipt of cargo by the Carrier.

14. Rates may be stated in terms of United States Currency and apply per 1000 Kilos (W) or 1 Cubic Meter (M), as indicated, whichever yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight. All freight rates and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. Rates indicated by WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

All rates are in United States Currency and unless otherwise specified in individual rate items apply per ton of 1,000 Kgs. (W) or 1 Cubic Meter (M). Rates prefixed by symbols WM are optional weight or measurement rates per ton of 1,000 Kgs., or 1 Cubic Meter and the rate basis yielding the greater revenue will be charged. Except as otherwise provided, the application of gross weight and/or measurement shall be determined as follows:

- a. Rates based on a weight (W) basis shall be computed on the gross weight of the shipment to three decimal places. No allowance shall be made for the weight of the package or packaging.
- b. Rates based on a cubic measurement (M) basis shall be computed on the total cubic measurement of the shipment or the gross or overall cubic measurement of the individual pieces or packages.
- c. Rates based on the cubic measurement of oddsize and outsize shipments such as aircraft parts, structural steel objects or construction machinery, shall be measured and computed on the dimensions as they would stow or be loaded into Carrier's container(s).
- d. Cubic measurement for individual pieces or packages shall be computed in accordance with the following rules:
 1. All fractions under one-half centimeter are dropped.
 2. All fractions over one-half centimeter are extended to the next full centimeter.
 3. Where there is a fraction of exactly one-half centimeter in one dimension, it shall be extended to the next full centimeter.
 4. Where there are fractions of exactly one-half centimeter in two dimensions, the one in the smaller dimension shall be extended to the next full centimeter and the other dropped.
 5. Where there are fractions of exactly one-half centimeter in three dimensions, those in the largest and smallest dimensions shall be extended to the next full centimeter and the other dropped.

15. Where commodity descriptions in this Tariff name more than one commodity, rates shall apply on mixed shipments of two or more of the commodities named, in any combination thereof. Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles contained therein, except as otherwise provided in this Tariff.

16. On Port-to-Port shipments, Shipper may request Carrier to arrange for pick-up service at origin and/or delivery service at destination. Carrier will arrange for pick-up and/or delivery service and Carrier shall advance all charges for such services arranged on behalf of the Shipper.

17. Except as otherwise provided, Tariff Rate Items ("TRIs") published in this Tariff or NVOCC Rate Arrangements ("NRAs") apply on Hazardous Cargo ONLY when the TRI Hazard Code is "HAZ" or Hazardous Cargo is otherwise indicated in an NRA. TRIs with the Hazard Code "NHZ" or NRA absent a specific Hazard Code may NOT be applied to Hazardous Cargo unless the specific Commodity Description for the TRI or NRA applies for Hazardous or Dangerous cargo only.

18. Description of commodities on all Bills of Lading determine the rates applicable. Verification of Bills of Lading descriptions shall be by comparison with Customs Declaration or Entry. Commodity descriptions may be corrected in event of misdeclaration only when supported by Customs Declaration or Entry. Trade names are not acceptable commodity descriptions and Consignors are required to declare their commodities by their generally accepted common names. Rates apply only to specific commodities named and cannot be applied to analogous articles. Unless a specific Tariff Rate Item ("TRI") is provided, the generic N.O.S. or Cargo, N.O.S. or Hazardous Cargo, N.O.S. rate must apply.

a. For U.S. Export cargo, unless otherwise specified, when the rates are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the Port of Loading as indicated on the Commercial Invoice, the Custom Entry, the Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

b. For shipment of commodities on which the applicable rate is determined on the basis of a value scale, Shippers must insert the value of the goods as declared for Customs purposes in the Line copy of the Bill of Lading in addition to the commodity Schedule B number.

19. If any individual packages within the container contains articles subject to different rates, the rate on such individual package or packages shall be calculated at the rate applying on the highest rated commodity contained within the package.

20. Rates do not apply on bulk or liquid shipments unless specifically provided in Tariff Rate Item.

21. Wherever rates are provided for named articles, the same rate will also be applicable on parts of such articles where so described in the Bill of Lading, except where specific rates are provided for such parts.

22. When cargo is delivered to carriers in unitized loads on Shipper-owned pallets, the actual weight or measurement of the pallet shall be included. On unitized cargo on Carrier's pallets whether supplied to Shippers or loaded on pallets by the Carrier, freight shall be assessed on the individual package measurement/weight and no allowance shall apply.

23. Rates apply to or from ship's tackle at loading and unloading point and include only the on shore or on-lighter cost of hooking slingload to ship's gear, but do not include handling charges, state tolls, wharfage or any other terminal charges, unless specifically provided. Unless otherwise provided, Breakbulk and LCL rates apply on cargo delivered to Carrier's Container Yard (CY) or Terminal.

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

25. Rates named herein for controlled temperature cargo apply on shipments transported in insulated containers equipped with temperature control apparatus which requires operations of such apparatus for protection from heat and cold. Consignor must specify that controlled temperature container required when booking shipment and must specify the temperature to be maintained on shipping documents.

26. Advertising matter may be shipped with the goods it advertises, at the rate applying on such goods, whether in the same package with the goods or in separate packages when accompanying the goods, provided the amount of advertising matter does not exceed 5% of the gross weight or measurement of the goods and packing.

27. **FORCE MAJEURE:** Nothing in this Tariff shall require the Carrier to receive, deliver, transport, or arrange for the transportation of goods when conditions prevent it from doing so because of fire, Acts of God, acts of war, riots, civil commotions, strikes, lockouts, stoppages or restraint of labor or other labor disturbances, and orders of civil or military authority.

28. **WAR RISK:** In the event that threat, existence or continuance of any present or future war or warlike conditions of hostilities or civil commotion or the existence or continuance of conditions or cessation or prohibition of intercourse (commercial or otherwise) between nations or measures taken by any Government or Governments which, in the opinion of the Carrier indicate that there is a danger of any of the foregoing which may render impossible performance of its obligations due to the requisition, seizure or loss of any of the Carrier's vessels or any other cause whatsoever, whether similar or dissimilar, or which, in the Carrier's sole judgement may directly or indirectly result in the imposition upon the Carrier of any undue financial or other hardship or burden in the performance of its obligations or in an increase in rates of freight charged for ocean transportation generally, or in this trade, the Carrier reserves the right of forthwith cancelling or suspending any or all of the obligations expressed under this engagement and/or Tariff and/or relative contracts and/or booking notes. So far as cargo actually shipped may be concerned, the provisions of the Carrier's Bill of Lading shall apply. This clause shall not affect or supersede any provision in any contract for carriage which permits the Carrier to cancel such contract in the event of hostilities breaking out or threatening to break out.

RULE 2B - NEGOTIATED RATE ARRANGEMENTS (NRAs)

Date of Publication	
Date of Effectiveness	
Filing Code	[See Appendix A, 46 USC Part 520]

NEGOTIATED RATE ARRANGEMENTS (NRAs)

ALLSEAS uses NRAs for agreements with customers.

1. Carrier may, in lieu of publishing a Tariff Rate Item ("TRI"), enter into a Negotiated Rate Arrangement ("NRA") with any NRA Shipper. The NRA shall contain the following elements:

(a) be in writing;

(b) contain the legal name and address of the parties and any affiliates; and contain the names, title and addresses of the representatives of the parties agreeing to the NRA;

(c) be agreed to by both NRA Shipper and Carrier, prior to the date on which the cargo is received by the Carrier or its agent (including originating carriers in the case of through transportation) and such agreement can be indicated if the NRA Shipper books a shipment after receiving the NRA terms from the Carrier and NRA terms are the following text in bold font and all uppercase letters is incorporated: **"THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."**;

(d) clearly specify the rate and the shipment or shipments to which such rate will apply; and

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

2. Carrier will assign each NRA a unique NRA number. Every Bill of Lading which is issued by Carrier to which an NRA does apply, shall state on the front thereof: "This Bill of Lading shall be rated in accordance with NRA No. ____ entered into between Shipper and Carrier."

3. Carrier shall maintain records of each NRA in accordance with FMC Regulations, 46 CFR 532.7.

4. Carrier's governing rules Tariff is provided (without charge) to Shippers at <https://dktallseas.com/exports/TransPac%20Schedule.pdf> in compliance with FMC Regulations as provided in 46 CFR 532.7.5.

5. All rates agreed in an NRA, unless clearly stated to be all-inclusive, shall be subject to surcharges and accessorial as published in Carrier's governing Tariff rules. The surcharges and accessorial that will be applied to each NRA are those that are in effect as of the date the first shipment under each NRA is received by Carrier, and such surcharges and accessorial shall remain fixed at that level for the period the NRA is in effect.

6. In the event of the absence of an NRA, the N.O.S. rate to and from all listed destinations in this Tariff will be the Cargo, N.O.S. rate as provided in the Cargo, N.O.S. Tariff Rate Item.

RULE 2C: THIRD PARTY FEES, SURCHARGES AND ACCESSORIALS

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

THIRD PARTY FEES

All cargo may be subject to any third party charge outside of the carriers control. Additional fees, port dues and public charges (e.g. road charges) are based on the rate at the time the order is placed. They shall remain subject to confirmation until the day of shipment and are invoiced as VATOS (valid at time of shipment). If additional fees, dues and/or public charges are imposed by third parties up until the shipment (= B/L date) or during the transport, they shall be invoiced additionally by the Carrier. The Carrier shall inform the Shipper of any changed or additional fees/dues as promptly as possible.

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Rule 2D - GOVERNMENT INSPECTIONS / CHARGES

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

Rates do not include charges established by any Customs and/or Port Authority. When cargo must undergo inspection by Customs or other Government Agency, such inspections shall be at the risk and expense of the cargo. All expenses paid or billed through Carrier for these inspections shall be charged to the cargo, including all transportation of containers, stripping and reloading the cargo of the containers, if required.

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RULE 2E - SURCHARGES AND ACCESSORIALS

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

USA/CAN Destination Charges

USA Terminals	20ft USD \$	300	Per TEU
	40ft USD \$	450	Per FEU
Port Security	USD \$	18	per Container
ISPS	USD \$	15	per Container
Port Congestion	USD \$	350	per TEU
Demurrage	USD \$	250	per day after 5 days free time at Port
Detention / Per Diem	USD \$	200	per day after 10 free days
Overweight Surcharge	USD \$	500	per TEU
IMCO Surcharge	USD	POA	Price on request

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RULE 2F - CARGO INSURANCE AND CONSULAR FEES

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

Except as otherwise provided, rates do NOT include Marine Insurance or Consular Fees.

When noted in individual Tariff Rate Item ("TRI"), Cargo Insurance will apply as follows: US\$ 0.45 per \$100 insured value, Minimum \$50. Subject to acceptance of commodity and origin/destination by Carrier.

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RULE 2G - SHIPPER'S LOAD, STOW AND COUNT

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

When containers are loaded by Consignor or his Agent and sealed or delivered to Carrier pursuant to the provisions of Rule 2, Carrier accepts said shipments subject to "Shipper's Load and Count" and so claused on the Bill of Lading in accordance with the following conditions:

1. Carrier will not be responsible for damage resulting from improper loading or article mixing in Carrier's containers, nor any count discrepancy or concealed damage to articles, except where shown due to Carrier's negligence or when seals broken in transit.
2. Carrier will not be responsible for spoilage or goods deterioration when tendered on a "Shipper's Load and Count Bill of Lading" in a non-insulated container not equipped with refrigeration and/or ventilating apparatus.
3. Consignee or his Agent must furnish Carrier with clean receipt prior to release of container or contents for delivery, except where seals are broken.
4. When Carrier receives a sealed shipment in a Carrier-furnished container occupying the full visible capacity of the container, individual cartons, packages or other separate articles need not be marked.
5. All cargo loaded in any one container must be for the same Port of Discharge.
6. Materials and labor required to secure and properly stow cargo must be supplied by Consignor at own expense. Carrier shall not be liable for such materials nor their return after use.
7. If Carrier exercises its option to open and inspect the contents of the container and the securing thereof and determines in its sole judgment the securing inadequate, the Carrier possesses option of declining carriage or re-securing the cargo at expense of Consignor.
8. Unless agreed to in writing by the Carrier, Containers shall be classed as a single unit for which only one Bill of Lading may be issued. Carrier's liability limited accordingly as per terms and conditions of Carrier's Bill of Lading, except as otherwise provided.
9. Consignor possesses option to place locks on any container, but Consignor must assume full responsibility for sending proper key to Consignee.

RULE 2H - PRIOR BOOKING

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

All property transported under the provisions of this Tariff must be booked with the Carrier prior to shipment. Cargo booking for Shipper-loaded containers must be made sufficiently in advance of scheduled sailing date so empty containers may be furnished, loaded at Consignor`s premises and returned to Carrier's CY or Terminal prior to departure of vessel on which cargo is booked. Shipper must specify the number and type of containers desired to accommodate shipment at time of shipment. Nothing in this Tariff shall be construed as requiring Carrier to transport property or furnish service for which it does not possess suitable or sufficient equipment, nor to accept shipments when equipment unavailable.

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RULE 21 - DOCUMENTATION INSTRUCTIONS

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

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

2. The Bill of Lading must show the names and addresses of Consignor and Consignee. Shipments consigned "To Order" must show the name and address of the party to be notified. Consignors requiring properly endorsed Original Bill of Lading to be surrendered before delivery, must secure an Order Bill of Lading. If an Order Bill of Lading is lost, delayed, or otherwise not immediately available, the Carrier may deliver shipment to party claiming in writing as lawfully entitled to possession of the property upon security of currency or Bank Cashier's Check in an amount equal to 125 percent (125%) of the invoice value of the property or at Carrier's option, a Bond of Indemnity with corporate security duly authorized to write surety bonds in amount equal to 200 percent (200%) of invoice value.

3. For U.S. Export Cargo:

a. Shipper's Export Declarations i.e. Internal Transaction Number ITN, or exemption/exception statement as required by U.S. Customs and Border Protection, for each individual shipment accepted for transportation must be provided by the Shipper or its authorized agent to the Carrier no later than 48 hours prior to the scheduled sailing of the vessel on which shipment or shipments are to be transported. Carrier will not issue Bills of Lading on any shipment until it has received copy or copies of necessary Shipper's Export Declaration or Declarations.

b. The description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Customs Declaration or Export Declaration covering the shipment.

c. If Shipper is not covered by a Shipper's Export Declaration as permitted by Export Control Regulations, Shipper must type on the Bill of Lading: "No SED required as per Rule 30.78" and insert the applicable commodity Schedule B number in the Line-copy of the Bill of Lading.

4. Carrier MUST verify the Bill of Lading description with the validated United States Customs Declaration, Customs Entry or Export Declaration including Schedule "B" Number and Dock Receipt. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs and Border Protection.

5. Unless otherwise specified, when the rates are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the Port of Loading as indicated on the Commercial Invoice, the Custom Entry, the Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

5. On-board Bills of Lading shall not be issued until the cargo stands actually laden on board the vessel.

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Rule 3 – FREIGHT FORWARDER COMPENSATION

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

Carrier will not pay compensation to any Ocean Freight Forwarder in connection with any shipment dispatched on behalf of others from the United States in foreign trade.

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Rule 4 – MINIMUM QUANTITY RATES

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

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

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Rule 5 – AD VALOREM RATES

Date of Publication	
Date of Effectiveness	
Filing Code	[See Appendix A, 46 USC Part 520]

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

Where value is declared on any piece or package in excess of the Multimodal Bill of Lading limit of value of \$500.00, the ad valorem rate, specifically provided against the item, shall be five (5.0%) percent of the total value declared and is in addition to the base TRI rate.

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Rule 6 -COLOADING IN FOREIGN COMMERCE

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

Co-loading is the combining of cargo, in the import or export foreign commerce of the U.S. by two or more NVOCCs for tendering to an Ocean Carrier under the name of one or more of the NVOCCs.

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

and/or

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

LIABILITY: Carrier's liability to the Shipper shall be as specified on the Shipper's Bill of Lading regardless of whether the cargo has been co-loaded.

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Rule 7 – RESTRICTED COMMODITIES AND HAZARDOUS

Date of Publication	
Date of Effectiveness	
Filing Code	[See Appendix A, 46 USC Part 520]

A. RESTRICTED COMMODITIES

Except as otherwise provided, the following articles will not be handled in containers:

1. Explosives, inflammable, dangerous, or objectionable goods.
2. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with carrier.
3. Cargo which because of its inherent vice is likely to impregnate or otherwise damage carrier, containers, or other cargo.
4. Cargo which requires protection from heat or cold except cargo moving under refrigeration rates or in ventilated or insulated containers.
5. Bank bills, coin or currency, deeds, drafts, notes or valuable paper of any kind; jewelry including costume or novelty jewelry except where otherwise specifically provided; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques, or other related or unrelated old, rare, or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
6. Live animals

B. HAZARDOUS CARGO

Explosives, Inflammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's option of acceptance and to special booking arrangements. In the event the authorities at destination take the position that cargo is corrosive, inflammable, explosive or injurious, the owners of such cargo shall take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice (and notwithstanding any custom of the port to the contrary), may discharge such cargo into lighter or other conveyance at the risk of the owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the port authorities or the storage or reception of same, to be for account of the Consignees, and/or owners and/or Shippers of such cargo. The transportation of Explosives will be governed by the U.S. CFR Title 46, Shipping Parts 146-149 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the International Maritime Organization.

Rule 8 - OVERCHARGE CLAIMS

Date of Publication	
Date of Effectiveness	
Filing Code	[See Appendix A, 46 USC Part 520]

All claims for adjustment of freight charges must be presented to the Carrier in writing at the address shown in the Tariff Record within three (3) years after the date of receipt of shipment by Carrier (in accordance with Rule 2). Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.

Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the Claimant of all governing Tariff provisions and Claimant's rights under the Shipping Act of 1984 and the Ocean Shipping Reform Act of 1998.

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, pursuant to Section 11(g) of the Shipping Act of 1984 and the Ocean Shipping Reform Act of 1998. Such claims must be filed within three years of the date of receipt of shipment by Carrier (in accordance with Rule 3).

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Rule 9 – NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

BONDING OF NVOCCs:

Carrier has furnished the Federal Maritime Commission proof of financial responsibility as required by 46 CFR 515.22 to ensure the financial responsibility of the Carrier for the payment of any judgement for damages arising from its transportation-related activities, order for reparations or penalties assessed pursuant to the Shipping Act of 1984, as modified by The Ocean Shipping Reform Act of 1998.

Bond No. [INSERT]

Name of Surety Company that issued the bond: [INSERT]

RESIDENT AGENT:

Carrier's legal agent for the service of judicial and administrative process, including subpoenas is as shown in Paragraph 3 below. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.

Service of administrative process, other than subpoenas, may be affected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

Name and Address of Resident Agent: **Northwest Registered Agent LLC 90 State Street, STE 700 Office 40 Albany , NY 12207**

Rule 10 – CERTIFICATION OF SHIPPER STATUS

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

In accordance with the Non-Vessel-Operating Common Carrier Amendments of 1990, Public Law 98-237, 98 Stat. 56, and 46 CFR Sec. 515.27, each Shipper who is a Non-Vessel-Operating Common Carrier ("NVOCC") shall provide to Carrier prior to tendering any shipment, evidence as may be acceptable to the Carrier and the Federal Maritime Commission ("FMC") that such NVOCC is tariffed and bonded as required by Section 8 and 19 of the Shipping Act of 1984, as amended and the Ocean Shipping Reform Act of 1998.

If any NVOCC provides a false or misleading certification to Carrier, either of its status or of it having published a tariff and filed a surety bond with the FMC, it shall be liable to Carrier for any fines, penalties or damages sustained by Carrier due to Carrier transporting cargo in violation of Public Law 98-237.

Each such Shipper shall certify by the following statement:

If the Shipper is an NVOCC, the Shipper hereby certifies that it has complied with the requirements of the Shipping Act of 1984, as amended, and the rules and regulations of the Federal Maritime Commission ("FMC") prior to tender of any shipment and that prior to tender of the cargo that it has provided evidence as may be acceptable to the Carrier and the FMC that the such Shipper has published a tariff and obtained financial responsibility to the extent required by U.S. law and regulations. The Shipper acknowledges that if it has provided any false or misleading information to the Carrier in this respect, that it shall be liable to Carrier for any fines, penalties or damages sustained by Carrier due to Carrier transporting cargo in violation of those laws and regulations.

Rule 11 -ACCESS TO TARIFF INFORMATION; HISTORY; CERTIFICATION

Date of Publication	TBD
Date of Effectiveness	TBD
Filing Code	[See Appendix A, 46 USC Part 520]

Access to information about this Tariff publication is available at <https://dktallseas.com/exports/TransPac%20Schedule.pdf>.

For information about this Tariff, contact David Ambrose, Chief Financial Officer, Allseas ALLSEAS GLOBAL PROJECT LOGISTICS LIMITED, Adelaide Mill, Gould Street, Oldham, OL1 3LL UNITED KINGDOM.

HISTORY: [NO PRIOR PUBLICATIONS]

DELETED SECTIONS: [NONE]

CERTIFICATION: ALLSEAS certifies that all information contained in the Tariff is true and accurate and no unlawful alterations will be permitted.

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