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TITLE PAGE

Mainfreight, Inc. dba Mainline (Carrier)

Tariff No: MFGT-02.22.24

Organization No. 021635 FMC License No. 021635NF

Carrier has furnished the FMC with proof of its financial responsibility in the manner and amount required by the Shipping Act part 515. See Section 24.

NOTICE: Carrier utilizes Negotiated Rate Arrangement (NRA) in lieu of tariff rate filing in accordance with regulations of the FMC where permitted or applicable as per 46CFR520 & 532.

The writings provided in the Carrier's rate quotes, rate sheets, rate matrices, and/or email exchanges between the Carrier and the Shipper cumulatively contain an offer(s) by Carrier pursuant to 46CFR532.6.

Acceptance of the quotation shall become binding after receipt of the cargo by Carrier or its agent (or originating carrier in the case of through transportation). If the terms and conditions contained in the aforementioned document(s) do not reflect Shipper's understanding, Shipper must notify Carrier immediately. The Carrier's Rules Tariff, provided free of charge at www.mainfreight.com, also contains the terms and conditions which are further applicable to the shipment.

TARIFF SCOPE: BETWEEN USA AND WORLD

RULE 1:

Rules, regulations and rates (if any) published herein apply between United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories & Possessions, U.S. Inland Points and Worldwide Ports/Points as specified in Rule 1A below.

U.S. ATLANTIC BASE PORTS (ACBP):

Baltimore, MD
Boston, MA
Charleston, SC
Jacksonville, FL
Miami, FL
New York, NY
Newark, NJ
Norfolk VA

Philadelphia, PA

Port Everglades, FL Port Elizabeth, NJ

Portland, ME

Savannah, GA

Wilmington, NC

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

Houston, TX

Lake Charles, LA

New Orleans, LA

Mobile, LA

Tampa, FL

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

Los Angeles, CA

Long Beach, CA

Oakland, CA

San Pedro, CA

San Francisco, CA

Portland, OR

Seattle, WA

Tacoma, WA

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

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

B. INTERMODAL SERVICE

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

Intermodal Rates will be shown as single-factor through-rates as specified in individual rate lines.

Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 Herein).

Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual rate line items of this tariff or NRA. Intermodal rates will apply from locations specified in rule 1B.

Rule 1A WORLDWIDE PORTS AND POINTS

Except as otherwise provided, this tariff, or NRA, names rates applying between USA Ports and Points and World Ports and Points named herein. Rates to and from World Inland Points apply via Base Port Groups as shown below.

USA Ports are shown in Rule 1.

1. North East Asia (NEASIA): Rates apply to and from ports and points in the following countries: Hong Kong, Japan, Korea, Macau, Mongolia, People's Republic of China, Taiwan (Republic of China), and Russia .
2. Southeast Asia (SEASIA): Rates apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam.
3. South Asia (SOUTHASIA): Rates apply to/from ports and points in the following countries: Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka.
4. Australia, New Zealand and Oceania (ANZOCEANIA): Rates apply to/from ports and points in the following countries: Australia, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn Islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, Western Samoa.
5. Middle East (MIDEAST): Rates apply to/from ports and points in the following countries: Bahrain, Iraq, Jordan Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen.
6. Africa (AFRICA): Rates apply to/from ports and points in the countries shown in the AFRICABP Base Port Group as shown below. Rates also apply to/from all points in the following African countries: Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cabo Verde, Cameroon, Central African Republic, Chad, Comoros, Democratic Republic of the Congo, Republic of the Congo, Cote d'Ivoire, Djibouti, Egypt, Equatorial Guinea, Eritrea, Eswatini, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tomoe and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Tanzania, Togo, Tunisia, Uganda, Zambia, Zimbabwe.
7. Mediterranean (MED): Rates apply to/from ports and points in the following countries: Andorra, Algeria, Azores Islands (Portugal), Canary Islands (Spain), Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Jordan, Lebanon, Libya, Madeira (Portugal), Malta, Montenegro, Morocco, North

Macedonia, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Bosnia & Herzegovina, Croatia, Macedonia, Slovenia, Montenegro, Albania, Palestine, Republic of Kosovo

8. Northern Europe (NEUROPE): Rates apply to/from ports and points in the following countries: Albania, Andorra, Armenia, Austria, Belgium, Bulgaria, Czech Republic, Slovakia, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Greenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Sweden, Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), Armenia, Azerbaijan, Belarus, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldova, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan).

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

10. Central America (CAMERICA): Rates apply to/from ports and points in the following Central American Countries: Belize, Costa Rico, El Salvador Guatemala, Honduras, Nicaragua, Panama.

11. Caribbean Islands (CARIBBEAN): Rates apply to/from ports and points in the Caribbean Island Countries named in the Caribbean Base Port Group.

12. South America (SAMERICA): Rates apply to/from ports and points in the following South American Countries: Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela.

13. All Other Countries (OTHERS): Rates apply to/from ports and points in any other unnamed countries.

Rates also apply to/from ports and inland points named in the individual NRAs or tariff items (TLI's) of this tariff.

Rule 1B INTERMODAL SERVICE

RULE TEXT

Intermodal through rates apply from and to points in the U.S. States listed below only as specified in individual NRAs or rate line items.

1. U.S. IPI origin and destination states, territories, and possessions, and grouping: all 48 contiguous states, Alaska, Hawaii, Puerto Rico, and all U.S. insular possessions

Rule 2A APPLICATION OF RATES AND CHARGES

1. Rates published in NRAs or this Tariff are stated in terms of U.S. Currency unless specified otherwise, and apply per 1 Cubic Meter (M) or 1000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight.

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

Rates indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged. (See Rule 002-H also).

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper, or Consignee of the Cargo. Exception: Rates from the United States to foreign countries do not include Destination Delivery Charges as assessed by the VOCC or the port/terminal which shall be for the account of the consignee.

The "Point" rates named in NRAs or this Tariff are applicable from Inland Points which lie beyond port terminal areas. Such rates will be shown as single-factor through-rates.

Such rates shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) but not including Customs clearance assessments or Forwarding Charges, except as provided.

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

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

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

4. Rates as published herein do not include Marine Insurance or Consular fees.

5. Description of commodities shall be uniform on all copies of the Bill of Lading and in the case of exports, MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs & Border Protection.

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

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

7. The rates shown in NRAs or this Tariff except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limitations of value.

8. Except as otherwise provided, rates published in NRAs or this Tariff apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the applicable Cargo, N.O.S. rate shall be applied.

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

10. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations." Further, any additional charges promulgated by ocean carriers or other 3rd parties as a result of such named or similar cause, will be passed along for the account of the cargo **at cost** as such unforeseen charges may arise.

11. When a commodity can properly be carried under more than one tariff or NRA item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the rate of the end use commodity, for example:

Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, N.O.S." rather than Rubber Goods, Textiles, etc.

The above does not apply in cases where there is a specific tariff or NRA rate for the commodity in question, for example: If the tariff or NRA contains a rate for Rubber Gloves, then this rate will apply - and NOT the Gloves, N.O.S. rate.

12. When two or more rates may be applicable to a given shipment and one rate is more specific than the others, the most specific rate shall apply.

One rate is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Olives is more specific than Canned Fruit or Canned Goods, N.O.S.

A rate from/to a specific destination is more specific than a rate to/from a geographic range or zone,

Examples:

A rate from Elizabeth, NJ is more specific than a rate from Atlantic and Gulf Base Ports (AGBP). A rate to Tokyo, Japan is more specific than a rate to Japan Base Ports (JBP).

13. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

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

14. TYPES OF SERVICE PROVIDED

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

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

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

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

15. SERVICE OPTIONS:

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

Door to Door Service pertains to the carrier providing inland transportation from and/or to the shipper's/consignee's designated facilities.

Door Service is applicable only where specifically provided in the individual TLI's or where specified in an Inland Rate Table.

Container Yard (CY)

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

Container Freight Station (CFS)

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

16. ADVANCED CHARGES

Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided they do not relate in any part to cargo cost and/or ocean freight thereon but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.

17. PASS-THROUGH CHARGES

Carrier may pass through charges (at cost) received from ocean common carriers for terminal services, canal tolls, additional charges, or other provisions which are not under the control of the ocean common carrier, where the entity making such change has done so without notifying the ocean carrier, and for which the NVOCC merely acts as a collection agent. The charges or categories of charges may include but are not limited to:

- A. General Rate Increase
- B. Alameda Corridor Increase
- C. Hazmat Misdeclaration
- D. Emergency Charges or Surcharges
- E. General Average Charges
- F. Congestion Fee
- G. Peak Season Charge
- H. Fuel (in addition to primary fuel charge)
- I. Terminal Services
- J. Canal Toll Increase
- K. Draft Restriction Fees L. War Zone Charges
- M. Vessel Escort Services

18 UNFORESEEN SERVICE NEEDS or PASS-THROUGH Charges

There may be occasions where carrier is asked to provide service not otherwise contemplated during the quoting and booking process that can be accomplished by the ocean common carrier and/or be subject to their tariff fees. In such cases, carrier will cross-reference the ocean common carrier's tariff surcharge, assessorial charge or general rate increase and list as separate line items on the invoice.

Rule 2B

ALAMEDA CORRIDOR CHARGE

The Alameda Corridor Charge may be assessed at announced levels if not otherwise included in the ocean freight rate.

Such charge may be applied for any containers (both import or export) moved via rail to or from Los Angeles and Long Beach.

Rule 2C

PACKING REQUIREMENTS

RULE TEXT

1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate

the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable or necessary for protection and safe transportation.

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

RULE 2D**DIVERSION BY CARRIER****RULE TEXT**

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

1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier.

Carrier may, at their convenience, deliver cargo to points enroute between carrier's discharging terminal and carrier's delivery terminal provided the rates are not already provided for such destinations in individual commodity items.

2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading. within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the freight rates applicable to the port of destination named in the bill of lading shall be assessed.

In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.

RULE 2E**MIXED COMMODITY RATES****RULE TEXT**

Commodity Items annotated as "Mixed Commodities" shall consist of a minimum of two of the named items, no one of which exceeds 90% of the total weight or cube of the shipment.

RULE 2F**CONTAINER CAPACITY****RULE TEXT**

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

A. For Dry Containers (Subject to Note 1):

SIZE (IN FEET) INSIDE CUBIC CAPACITY

| W | H | L | |
|-----------|---|-----|----------------------|
| 8' x 9'6" | | 45' | 85.94 cbm (3035 cft) |
| 8' x 9'6" | | 40' | 76.42 cbm (2699 cft) |
| 8' x 9' | | 40' | 72.21 cbm (2550 cft) |
| 8' x 8'6" | | 40' | 67.70 cbm (2391 cft) |
| 8' x 8' | | 40' | 63.80 cbm (2253 cft) |
| 8' x 8'6" | | 20' | 33.41 cbm (1180 cft) |
| 8' x 8' | | 20' | 31.26 cbm (1104 cft) |

B. For Reefer Containers (Subject to Note 1):

SIZE (IN FEET) & INSIDE CUBIC CAPACITY

| W X H X | L | CUBIC CAPACITY |
|-----------------|---|----------------|
| 8' x 8' x 20' | | 25.7 cbm |
| 8' x 8'6" x 20' | | 28.1 cbm |
| 8' x 9'6" x 40' | | 65.89 cbm |
| 8' x 9' x 40' | | 59.52 cbm |
| 8' x 8'6" x 40' | | 55.45 cbm |

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

RULE 2G**SHIPPER FURNISHED CONTAINERS****RULE TEXT**

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

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

RULE 2H: MEASUREMENT & WEIGHT

RULE TEXT

NRA or Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic meter respectively. Whenever freight charges are assessed on a W/M "weight or measurement" basis or where rates are provided on both a "W" and "M" basis, the freight charges will be computed on the gross weight or the overall measurement of the pieces or packages, whichever computation produces the greater revenue to the Carrier.

1. All packages will be measured in CENTIMETERS and weight in KILOGRAMS.
2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

The three dimensions in centimeters (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals. (NS: can we cut this to two?)

In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.

In the case of multiple packages of like dimensions, the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

4. VERIFIED GROSS MASS REQUIREMENT

SOLAS (Safety of Life at Sea) amendments covering container weighing regulations state a packed container will no longer be allowed to be loaded on board vessels unless its Verified Gross Mass (VGM)

has been provided by the shipper to the ocean carriers, and/or port terminal representatives prior to load list cut-off date.

The shipper is obliged to verify the gross mass of the containers carrying their cargo by either of two permissible weighing methods before these containers can be loaded on a vessel.

Method 1 - Requires weighing the container after it has been packed.

Method 2 - Requires weighing all the cargo and contents of the container and adding those weights to the container's tare weight as indicated on the door end of the container. (Method 2 will not be practical for shippers of bulk commodities like scrap, grain, etc.)

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or remeasuring. If such outturn reweighing, remeasuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, remeasuring and/or resurveying shall be for the account of the cargo.

RULE 2I

OVERWEIGHT CONTAINERS

RULE TEXT

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

Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for account of the cargo.

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

RULE 2J**SHIPPER'S LOAD AND COUNT****RULE TEXT**

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

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

Carrier will not be directly or indirectly responsible for:

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

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

Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers at their expense and the carrier shall not be responsible for such materials nor their return after use. The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying, blocking, or bracing of cargo within the container.

RULE 2K**DIVERSION OF CARGO (BY SHIPPER OR CONSIGNEE)****RULE TEXT**

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

A. Definition of Diversion:

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

B. Conditions:

1. Requests must be received in writing by the carrier at least 72 hours prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading.

Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. The earlier negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.

3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. A shipment may only be diverted once.

Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.

5. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination to where diverted in accordance with NRAs or tariffs on file with the FMC.
6. Diversion charges and/or administrative charge are payable by the party requesting the diversion.

C. Charges:

1. LCL shipments- A diversion charge of US\$30.00 per revenue ton on the entire shipment plus the actual additional costs incurred by the carrier to affect the diversion, subject to a minimum charge of US \$600.00 per Bill of Lading.

For cargo rated on a (FCL) per container basis, or for cargo rated on a per revenue ton basis moving under FCL shipment, the charge will be a minimum of US\$1500.00 per Bill of Lading, subject to a maximum charge of US\$10,000.00 per container. Where diversion results in additional expenses to the carrier, such additional charges will be for account of the cargo.

2. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination to where diverted in accordance with NRAs or tariffs on file with the FMC.

RULE 2L

MIXED SHIPMENTS:

RULE TEXT

1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity rate applicable, subject to the minimum charge in the appropriate minimum charge item in NRAs or tariffs making reference hereto.

2. Single shipments which consist of articles subject to two or more different commodity rates, when articles subject to such different rates are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity rate applicable to each, subject to the minimum charge in the appropriate minimum charge item in NRAs or tariffs making reference hereto.

3. Where different scales of rates are provided for shipments of different weights, apply on each article the rate which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment.

Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of rates, will be charged for at the lowest rate applicable to any article in the shipment.

4. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity rate applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the rates used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

RULE 2M

RESTRICTED ARTICLES

RULE TEXT

Unless otherwise specified in NRAs or tariffs making reference hereto, the following articles of property will not be accepted for transportation nor as premiums accompanying other articles.

1. Bank bills, coin or currency; deed, drafts, notes or valuable papers of any kind; jewelry; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured thereof; precious stones; revenue stamps; or other articles of extraordinary value.
2. Corpses or cremated remains.
3. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
4. Silver articles or ware, sterling.
5. Livestock.
6. Except as otherwise provided herein or in NRAs or tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
7. Carrier, except as provided in NRAs or tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
8. Except as provided in NRAs or tariffs making reference hereto, shipments requiring temperature control.

9. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

RULE 2N

FREIGHT ALL KINDS (FAK)

RULE TEXT

Unless otherwise provided herein, any item described as "Freight All Kinds" shall consist of a MINIMUM of one commodity item. Further restrictions to any item shall be addressed within NRA or tariff for Named Commodity.

RULE 2O:

ALTERNATE RATE / SERVICE LEVELS

RULE TEXT:

Different levels of Service are offered by the Carrier as shown below. Unless otherwise specified in the individual rate item, Rates are applicable for "Regular Service."

1. Regular - Shipper accepts transit time as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Regular service rates are shown in NRA or tariff, unless otherwise specified.
2. Premium - Shipper/Consignee requests carrier-provided premium service, in which case cargo will be delivered not less than 2 days faster than if shipped by regular service. Rates applicable to premium service will be noted "Premium Service" in the individual tariff line items. Shipper/Consignee must specifically request premium service at the time of shipment, or Shipper/Consignee must instruct carrier to provide premium service for all shipments of specific NRA or tariff line items.
3. Economy - Shipper/Consignee requests carrier provide economy service, in which case shipments will be delivered not be delivered not less than 2 days slower than if shipped by carrier's regular service.

Rates applicable to economy service will be noted with "Economy Service" in the NRA or individual tariff line rate items. Shipper/Consignee requests for economy service must be made at the time of shipment. Shipper/Consignee must instruct carrier to provide economy service for all shipments of a specific NRA or tariff line item.

RULE 2P

BILL OF LADING FEE

RULE TEXT

Carrier may specify Bill of Lading Fee of USD\$500.00 for issuance of Carrier's House Bill of Lading.

RULE 3**RATE APPLICABILITY RULE**

RULE TEXT

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

RULE 4**HEAVY LIFT CARGO**--- NOT APPLICABLE

RULE 5**EXTRA LENGTH**NOT APPLICABLE.

RULE 6**MINIMUM BILL OF LADING CHARGES**

RULE TEXT

The minimum charge per Bill of Lading, unless otherwise provided, shall be the NRA or tariff charge for one ton of the commodity being shipped, exclusive of all surcharges.

Where no NRA or tariff charges exist for a specific commodity, then minimum charge shall be USD\$1000.00 per WM for LCL cargo or USD\$25,000.00 per container for full container loads. (See also Rule 28)

RULE 7**PAYMENT OF FREIGHT CHARGES**

RULE TEXT

A. CURRENCY

Rates and charges are quoted in U.S. Currency unless otherwise specified and have been determined with due consideration to the relationship of U.S. currency to other currencies involved. In the event of any material change in this relationship, carrier reserves the right, upon publications in conformity with the provisions of the U.S. Shipping Act of 1984 and OSRA2022, as amended, to adjust the rates and charges as required.

B. PAYMENT IN U.S. DOLLARS

Except as otherwise provided in NRA or tariffs, freight and charges shall be prepaid in the United States in United States dollars.

C. METHODS OF PAYMENT

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

D. PREPAID FREIGHT

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

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

E. FREIGHT COLLECT

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

F. CURRENCY CONVERTABILITY:

1. Conversion Provisions:

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

E. EXTENSION OF CREDIT

This is covered in Rule 7.

RULE 7A EXTENSION OF CREDIT

RULE TEXT

A. CREDIT TERMS

The carrier may extend credit for a fixed period, generally not to exceed fifteen (15) calendar days, including Saturdays, Sundays, and legal holidays after the date of sailing from the respective port of loading by the carrying vessel if, at the time of release of the prepaid Bills of Lading to the shipper or his authorized representative, provided carrier has on file a credit agreement signed by the shipper. However, the period of credit which may be extended pursuant to this rule, shall not restrict regular procedures of payment on shipments made by any government or agency thereof on which such government or agency is the shipper. The privilege of credit shall not be restored until all freight monies and charges, due and owing the carrier by the shipper for a period longer than the fifteen (30) day period hereinabove provided, shall have been paid. (See following Shipper's Credit Agreement).

B. SHIPPER'S CREDIT AGREEMENT

In consideration of extension of credit, through the issuance and release of prepaid Bills of Lading, to us directly or through duly authorized freight forwarders.

We hereby agree as follows:

1. Receipts for all Bills of Lading so issued shall be signed by us or on our behalf by the freight forwarder receiving them as is required by carrier.

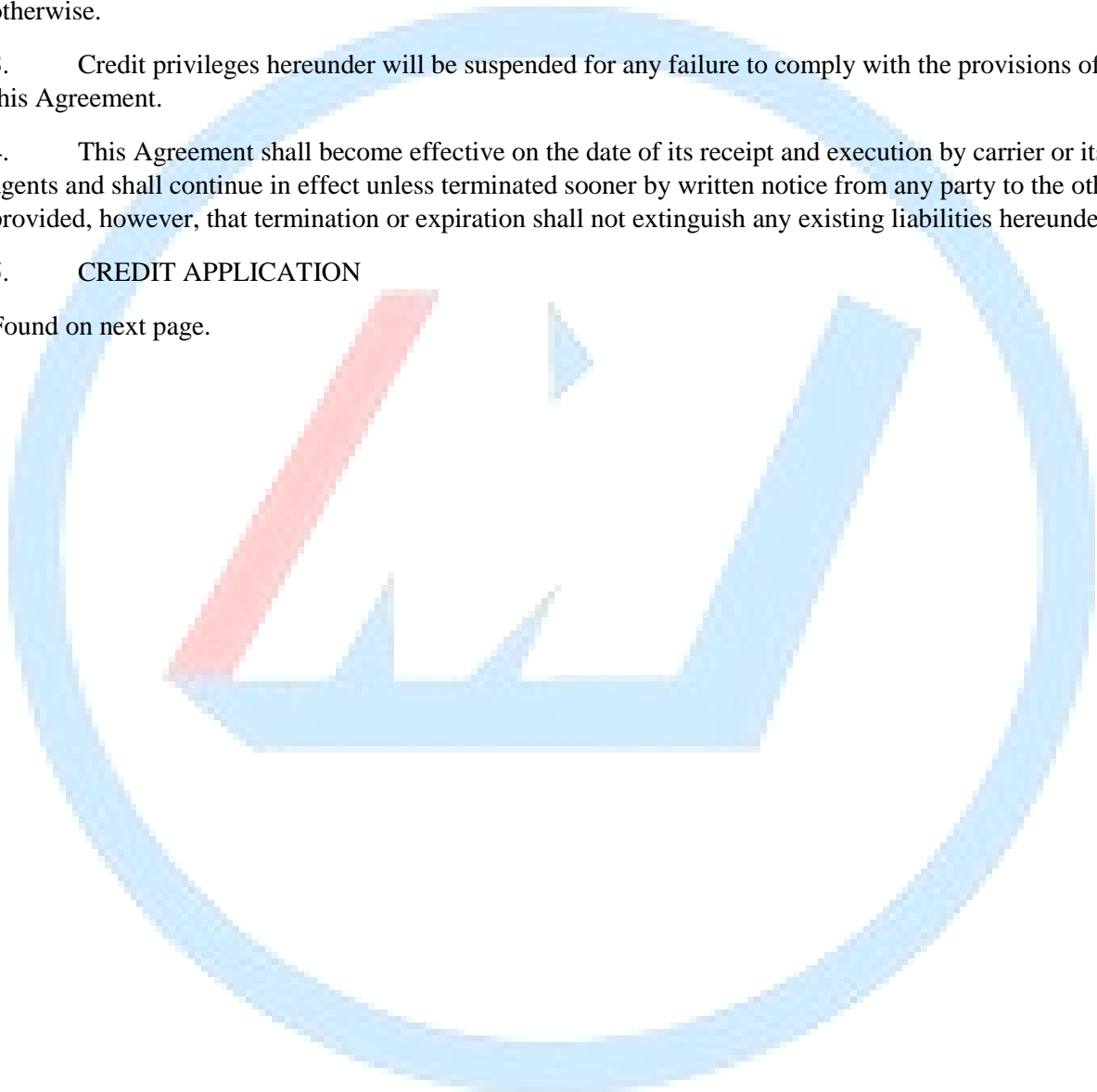
2. We will be absolutely and unconditionally responsible to the carrier for payment of all freight and charges due within the period specified in applicable carrier's tariffs, and guarantee that they will be paid within that period, irrespective of whether or not funds for payment have been given to the forwarder or otherwise.

3. Credit privileges hereunder will be suspended for any failure to comply with the provisions of this Agreement.

4. This Agreement shall become effective on the date of its receipt and execution by carrier or its agents and shall continue in effect unless terminated sooner by written notice from any party to the others; provided, however, that termination or expiration shall not extinguish any existing liabilities hereunder.

5. CREDIT APPLICATION

Found on next page.





Mainfreight, Inc.
 Americas Headquarters
 10701 Franklin Ave, Suite 100
 Franklin Park, IL 60131
 (630) 496-7400

Business Credit Application

| | | | |
|------------------------------|---|-------------|------|
| Business Contact Information | Business Legal Name: | | |
| | Other Names/Owner: | | |
| | Business Tax ID Number / Business Number: | | |
| | Phone Number: | Fax Number: | |
| | Registered Company Address: | | |
| | City: | State: | Zip: |
| | Expected Monthly Spend: | | |

| | | | |
|-----------------------------|--|--------|---|
| Billing Contact Information | Accounts Payable Contact: | | Phone Number: |
| | A/P Contact Email Address: | | |
| | Preference in communication: | | <input type="checkbox"/> Email <input type="checkbox"/> Phone |
| | Billing Address (if different from above): | | |
| | City: | State: | Zip: |

| | | | | |
|-------------------------------|--|-------|-----------------------|--|
| Business & Credit Information | Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other | | | |
| | Bank Name: | | Bank Address: | |
| | Contact: | | Phone Number: | |
| | Type of Account | | Account Number | |
| | Checking | | _____ | |
| Savings | | _____ | | |
| Other | | _____ | | |

- In consideration of credit extension, Customer acknowledges and agrees that each invoice is payable upon receipt or within fifteen (15) days of the invoice date. Customer acknowledges and agrees that Company will apply payments to the oldest invoice first unless the payment is accompanied by the remittance copy of the invoice(s) being paid or by some other written indication from the Customer directing how the payment is to be applied. Company will discontinue providing services, in a manner and in accordance with applicable law, for any Customer whose account is in arrears, unless special arrangements in writing are approved by an authorized officer of the Company.
- Customer warrants that it has reviewed and agrees to be bound by the Mainfreight, Inc., service terms which are incorporated herein by reference and can be found either on the next page or at https://www.mainfreight.com/getmedia/902f7fa4-c341-4d69-b56e-21d06c0696c6/Terms-and-Conditions-of-Service_23-JUN-2020.pdf
- Customer further agrees that a service charge of 1.5% per month shall accrue on all invoices not paid per these terms.
- Customer hereby authorizes its bank (named above) to release credit information to review by Mainfreight, Inc., with this application.

Certification of credit information, terms and conditions:

| | | | |
|------------|-----------|-------|-------|
| _____ | _____ | _____ | _____ |
| Print Name | Signature | Title | Date |

| | |
|------------------------------------|---------|
| Mainfreight Office Use Only | |
| Submitted by: | Branch: |
| Sales Representative: | |
| Completed by: | ORG: |

RULE 8

BILL(S) OF LADING

RULE TEXT

Bill of Lading Terms and conditions may be found at this url:

https://www.mainfreight.com/getmedia/902f7fa4-c341-4d69-b56e-21d06c0696c6/Terms-and-Conditions-of-Service_23-JUN-2020.pdf

Should there be any conflict between the Terms and Conditions of carrier's House Bill of Lading and this Rules Tariff, it is hereby concluded that the terms of the carrier's House Bill of Lading are paramount. A sample copy of the Mainfreight Inc. ocean house bill is below:



(MULTIMODAL) BILL OF LADING
Mainfreight, Inc.
 (OTI LIC. # 021635)

| SHIPPER/EXPORTER | | BOOKING NUMBER | DOCUMENT NUMBER |
|--|-------------------|---|-----------------|
| | | EXPORT REFERENCES | |
| CONSIGNEE | | FORWARDING AGENT | |
| NOTIFY PARTY | | DELIVERY / DESTINATION AGENT | |
| PLACE OF RECEIPT | | PLACE OF DELIVERY / FINAL DESTINATION | |
| EXPORTING CARRIER | | | |
| PORT OF LOADING | PORT OF DISCHARGE | | |
| PARTICULARS FURNISHED BY SHIPPER | | | |
| MARKS AND NUMBERS | NO. OF PKGS. | DESCRIPTION OF PACKAGE AND GOODS | MEASUREMENTS |
| | | | |
| Continuation Page Follows... | | | |
| <small>APPLICABLE TERMS; LIMITATION OF LIABILITY: It is agreed the goods declared herein are accepted in apparent external good order and condition for carriage (except as noted) STRICTLY SUBJECT TO THE TERMS OF CARRIAGE ON THE REVERSE HEREOF AND ALSO AVAILABLE AT https://www.mainfreight.com/getmedia/902f7fa4-c341-4d69-b56e-21d06c0696c6/terms-and-conditions-of-service_23-JUN-2020.pdf which the shipper warrants it has received and reviewed and to which the shipper agrees to be bound. Carrier's liability is limited in accordance with clause 9.1. The shipper may increase carrier's liability by declaring a higher value for carriage and paying a supplemental charge, as set forth at clause 9.5. This bill of lading is non-negotiable unless consigned "To Order." The particulars of the goods as stated by the shipper and the weight, measure, quantity, condition, contents and value of the goods are unknown to the carrier.</small> | | | |
| DECLARED VALUE: | | | |
| <small>IN WITNESS WHEREOF zero (0) original bills of Lading have been signed, not otherwise stated above, one of which being accomplished the others shall be void.</small> | | CHARGES <small>(subject to correction)</small> | PREPAID |
| <small>ISSUED AT HOUSTON, UNITED STATES ON 09-Feb-2024</small> | | | COLLECT |
| <small>BY: Mainfreight Inc. (US) AS CARRIER</small> | | | |

RULE 9**FREIGHT FORWARDER COMPENSATION**

RULE TEXT

NOT APPLICABLE.

RULE 10**SURCHARGES AND ARBITRARIES**

RULE TEXT

NOT APPLICABLE. As per NRA or tariff filing.

RULE 11**MINIMUM QUANTITY RATES**

RULE TEXT

When two or more freight rates 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 TLI specifying a required minimum quantity either weight or measurement per container or in containers and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower TLI if, the weight or measurement declared for rating purposes is increased to the minimum level.

RULE 12**AD VALOREM RATES**

RULE TEXT

- A. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.
- B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.
- C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be three (3%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate.
-

RULE 13**TRANSSHIPMENT**

RULE TEXT

Cargo may be subject to transshipment at carrier's discretion with or without notice

RULE 14**COLOADING IN FOREIGN COMMERCE**

RULE TEXT

- A. DEFINITION: For the purpose of this Rule "Coloading means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCC's for tendering to the ocean carrier under the name of one or more of the NVOCCs.
- B. Carrier engages in Coloading by tendering cargo and/or receiving cargo from other NVOCC's.
- C. When shipper's cargo is tendered for Coloading to other NVOCCs the tendering NVOCC shall be liable to the shipper to the full extent provided in its Bill of Lading (See Rule No. 8) and such Bill of Lading liability shall not be altered by coloadng.
- D. Shippers are responsible for payment of rates and charges only to the extent that such rates and charges are provided in the NRA or tariff.
- E. Carrier-to-Carrier Coloading- Carrier engages in Coloading under agreement(s) with one or more other NVOCC's. Carrier-to-Carrier Coloading applies only to Less than Containerload (LCL) shipments.
- F. Shipper-to-Carrier Coloading- When carrier engages in Coloading on a shipper-to-carrier basis, carrier is responsible for the payment of all charges assessed by the NVOCC to which cargo was tendered. Shipper is responsible for freight and charges only to the extent that such are set forth in carrier's NRA or tariff. Shipper-to-Carrier relationships may apply to both full container loads and LCL cargo.
- G. When carrier tenders cargo to another NVOCC for co-loading, whether under a shipper-to-carrier or carrier-to-carrier relationship, carrier shall annotate each applicable bill of lading with the identity of any other NVOCC to which the shipment has been tendered for co-loading. Such annotation shall be shown on the face of the bill of lading in a clear and legible manner.
-

RULE 15**OPEN RATES IN FOREIGN COMMERCE**

RULE TEXT

NOT APPLICABLE.

RULE 16**HAZARDOUS CARGO**

RULE TEXT

A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, rate; except where a specific commodity rate is provided for in NRA or tariff.

B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.

C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMDG) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, W1V, OAE, England as listed below:

Class 1 - Explosives

2 - Gases; Compressed, liquified or dissolved under pressure 3 - Inflammable Liquids

4 - Inflammable Solids

5 - Oxidizing Substances and organic peroxide

6 - Poison and infectious substance

7 - Radioactive substance

8 - Corrosives

9 - Miscellaneous dangerous substance

RULE 17**GREEN SALTED HIDES IN FOREIGN COMMERCE**

RULE TEXT

NOT APPLICABLE.

RULE 18**RETURNED CARGO IN FOREIGN COMMERCE**

RULE TEXT

NOT APPLICABLE.

RULE 19**SHIPPERS REQUESTS IN FOREIGN COMMERCE**

RULE TEXT

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

RULE 20**OVERCHARGE CLAIMS**

RULE TEXT

A. Bill of Lading Commodity Description

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

B. Overcharges

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

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

In cases of claims by shipper of overcharge in weight certified invoice or weigher's certificate to be considered evidence of proper weight.

Written claims for adjustment will be acknowledged by the carrier within thirty days of receipt by written notice to the claimant of the NRA or tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984 and OSRA 2022

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

RULE 24

NVOCCS IN FOREIGN COMMERCE: BONDS AND AGENTS

RULE TEXT

A. Bonding of NVOCC

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

2. Bond No.: 980312 / FMC. 980313 / NVOCC

3. Issued By: Avalon Risk Management, Inc.

General Agent for Southwest Marine and General Insurance Company

200 N. Martingale Rd Ste 700
Schaumburg, IL 60173

B. Agent for Service

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is: Not applicable - Carrier domiciled in the United States (See Title Page, NRA or Tariff Record)

2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.

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

RULE 25

CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

RULE TEXT

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

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

RULE 26**TIME/VOLUME RATES IN FOREIGN COMMERCE**

RULE TEXT

Time-Volume Rates (TVR) are subject to the following conditions:

1. Offering Period - TVR are offered for the period shown in the individual TVR.
2. Commodity - Commodity is as shown in the individual TVR.
3. Minimum Volume - The minimum volume is as shown in the individual TVR.
4. Enrollment - Shipper(s) and/or Consignee(s) desiring to ship cargo under a TVR shall notify the carrier in writing.

Enrollment must be in the name of the shipper or consignee making the application. Carrier shall notify shipper/consignee of the Enrollment Number assigned.

Once Shipper has accepted the TVR it shall remain in effect for the time specified, without amendment.

5. Ports/Points - TVR apply only from/to specific ports/points shown in the individual TVR.
6. Except as specifically provided in the individual TVR, all rules, regulations, conditions and charges in NRA or this tariff are applicable to TVR's.
7. Cargo shall be rated as per the applicable TVR. If shipper/consignee fails to ship the required minimum then shipper/consignee shall pay the difference between the TVR minimum and the actual quantity shipped at the TVR rate (if two or more rates are provided, the lowest rate shall apply) or shipments shall be re-rated at the NRA or tariff rate in effect at time of shipment, whichever produces the lowest total charge.
8. Shipments shall be counted toward only one (1) TVR.
9. Beyond its obligations as a common carrier, the carrier makes no commitment to any defined service level, such as assured space, transit time, port rotation or similar service feature.
10. Carrier shall maintain records sufficient to justify the application of TVR, including enrollment form and Bills of Lading for a minimum period of five (5) years after the expiration of the TVR.

RULE 27**LOYALTY CONTRACTS IN FOREIGN COMMERCE**

RULE TEXT

NOT APPLICABLE.

RULE 28**DEFINITIONS**

RULE TEXT

CARGO, N.O.S. - means cargo (articles) not otherwise more specifically described in or provided for in the NRA or tariff. (amended 8/31/12). In absence of any other valid rate or NRA, the Cargo, N.O.S. rate shall be \$ 500 w/m or \$ 15,000.00 per full Container load on CY/CY basis.

CARRIER - means publishing carrier and/or inland U.S. Carriers. See "Publishing Carrier".

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

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

a) **At Origin** - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.

b) **At Destination** - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.

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

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

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

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

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

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

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

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

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

MIXED SHIPMENT - means a shipment consisting of articles described in and rated under two or more rated items of the NRA or tariff.

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

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

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

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

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

PUBLISHING CARRIER - means Mainfreight, Inc. dba Mainline, a Non-Vessel Operating Common Carrier registered with the Federal Maritime Commission under Organization Number 021635, and License No. 021635NF.

RAIL CARRIER - means U.S. and/or Canadian and/or Mexican railroad operator.

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

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

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

RULE 29**SYMBOLS**

RULE TEXT

EXPLANATION OF SYMBOLS

(A) - Increase

(C) - Change resulting in neither increase nor decrease

(E) - Expiration

(I) - New or Initial Matter

(P) - Extension of Service

(R) - Reduction

(S) - Special Case Number

(T) - Terminal Rates, Charges, Tolls or Provisions over which carrier has no control.

(W) - Withdrawal of erroneous data

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

Codes:

Ad. Val. ----- Ad Valorem

A.I. or A/I--- All Inclusive A.Q. ----- Any Quantity

B.F. ----- Board Food or Board Feet

B/L ----- Bill of Lading
BAF ----- Bunker Adjustment Factor
BM ----- Board Measurement
CAF ----- Currency Adjustment Factor Cbm, CM or M3 - Cubic Meter cc ----- Cubic Centimeter
Concl. ----- Concluded
Cont'd ----- Continued
CFS ----- Container Freight Station Cft. or cft. -- Cubic Foot or Cubic Feet
cm. ----- Centimeter Cntr(s) or Ctr(s) Container(s)
CU Cubic
Cwt ----- 100 Pounds
CY ----- Container Yard
DDC ----- Destination Delivery Charge
EBS or EBC----- Emergency Bunker Surcharge (Charge)
Etc. ----- Et Cetera exc.
EXC----- Exceeding
F.A.K. ----- Freight All Kinds
F.A.S. ----- Free Alongside Ship
FCL ----- Full Container Load
FEU ----- Forty Foot Equivalent Unit
F.I. ----- Free In
F.I.O. ----- Free In and Out
F.I.O.S. ----- Free In, Out and Stowed
F.O. ----- Free Out
F.O.B. ----- Free On Board
F.M.C. ----- Federal Maritime Commission
Ft. ----- Feet or Foot
GOH ----- Garment On Hanger
Hdlg. Chgs. --- Handling Charges
I.D. ----- Inside Diameter

i.e. ----- That is
I&S ----- Iron or Steel
incl. ----- Inclusive
K.D. or K/D ----- Knocked Down
K.D.F. ----- Knocked Down Flat Kilos ----- Kilograms
K/T ----- Kilo Ton
Lb. or Lbs. ----- Pound or Pounds
LCL or LTL ----- Less than Container Load
LS ----- Lumpsum
L/T ----- Long Ton (2240 lbs.)
LT/40 ----- Long Ton (2240 lbs.) or 40 Cubic Feet
M ----- 1 Cubic Meter
Max. ----- Maximum
MBF or MBM ----- 1,000 Feet Board Measure
Min. ----- Minimum
mm ----- Millimeter
n/exc. ----- Not Exceeding
N.O.S. ----- Not otherwise specified in NRA or Tariff
No. or Nos. ----- Number or Numbers
Pkg. or Pkgs. ----- Package or Packages
PRC ----- People's Republic of China
PRVI ----- Puerto Rico and U.S. Virgin Islands
R/T ----- Revenue Ton
SL&C ----- Shipper's Load and Count
Sq. Ft. ----- Square Foot or Square Feet
S/T ----- Short Ton (2000 lbs.)
SU or S/U ----- Set Up
TEU ----- Twenty Foot Equivalent Unit
TLI ----- Tariff Line Item, same as TRI
TRC ----- Terminal Receiving Charge

TRI ----- Tariff Rate Item, same as TLI

U.S.A. ----- United States of America

USD ----- United States Dollars

Viz.----- Namely

Vol. -----Volume

W ----- 1,000 kilos

W/M ----- 1,000 kilos or 1 cubic meter

WT Weight

EXPLANATION OF CODES

Container Size -

20 - 20 ft.

40S - 40 ft., 8'0"

40 - 40 ft., 8'6"

40H - 40 ft., 9'6" High Cube 40HC- 40 ft., 9'6" High Cube

45 - 45 ft., Any Height

CONTAINER TEMPERATURE CODES

AC - Artificial Atmosphere Controlled

CLD - Chilled

FRZ - Frozen

HTD - Heated

N/A - Not Applicable/Not Operating NOR – Not Operating Reefer

RE - Refrigerated

VEN - Ventilated

CONTAINER TYPE CODES

AC - Atmosphere Control

FB - Flat Bed

FR - Flat Rack

GC - Garment Hanger

GOH- Garment on Hanger IN - Insulated

OT - Open Top

HT – Hard Top

PC - Dry

RE - Reefer

HAZARD CODES

HAZ - Hazardous

NHZ - Non-Hazardous

N/A - Not Applicable

RATE BASIS CODE

AV - Ad Valorem

EA - Each (as defined)

LS - Lumpsum

M - Measure

PC - Per Container

W - Weight

WM - Weight/Measure

SERVICE CODES

S - Container Freight Station (also CFS)

Y - Container Yard (also CY)

O - Port

D - Door

