CARGO CONSOLIDATION CORP. TARIFF NO. 006

ORIGINAL TITLE PAGE

FMC No.: 000684-006

Non-Vessel Operating Common Carrier

Effective Date: 07NOV2011 Published Date: 07NOV2011

Expiration Date:

Controlled Carrier Status: N

TITLE PAGE

G.FF.NO. TARIFF NO. 006 Governing Rules Tariff NAMING RULES AND REGULATIONS ON CARGO MOVING IN CONTAINERS AND BREAKBULK

BETWEEN U.S. PORTS AND POINTS (AS SPECIFIED IN RULE 1) AND WORLD PORTS AND POINTS (AS SPECIFIED IN RULE 1-A

CARGO CONSOLIDATION CORP. is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC number 000684.

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NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs").

NVOCC NRA means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings (collectively "the writings") which will constitute an offer by Carrier to Shipper for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.

all origin and destination local charges apply whether or not included in this Rules Tariff or in quotations.

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

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Tariff Number: 000684-006

TARIFF TITLE: CARGO CONSOLIDATION CORP.

EFFECTIVE: 07NOV2011 THRU: None **EXPIRES:** None

PUBLISH:

AMENDMENT TYPE:

ASA-006

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GOVERNING NRA RULES TARIFF
ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL
ALTERATIONS ARE PERMITTED.

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CARGO CONSOLIDATION COPP

Tariff Rule Information

CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

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Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 1: Scope

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

SUPERSEDED BYOLSS

WODALS Rules and regulations published herein apply BETWEEN United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points AND Worldwide Ports and Points as specified in Rule 1.A of this tariff:

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

Savannah, GA

Wilmington, NC

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

Houston, TX

New Orleans, LA

Tampa, FL

Mobile, AL

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

Los Angeles, CA

Long Beach, CA

Oakland, CA

San Francisco, CA

Portland, OR

Seattle, WA

Tacoma, WA

GREAT LAKES BASE PORTS

Includes Chicago, IL

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 rail service.

intermodal Rates will be shown as single-factor through rates as specified in individual NRAs. 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 NRA of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

Tariff Rule Information

000684-006: Amendment No.: O

CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Rule 1-A: **Worldwide Ports and Points**

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Except as otherwise provided this tariff names rules and regulations applying between USA Ports and Points, and Worldwide Ports and Points. NRAs to and from World Inland Points apply via Base Port Groups.

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 (USSR). NRAs to/from inland points apply via the Northeast Asia Base Port Groups, (NEASIABP), defined as:

PORT GROUP

NEASIABP BASE PORTS

Hong Kong, HONG KONG, Kobe, Nagoya, Osaka, Tokyo, Yokohmama, JAPAN, Busan, REPUBLIC OF KOREA, Dalian, Fuzhou, Shanghai, Shekou, Tianjin, Xiamen (Hsia Men), PEOPLE'S REPUBLIC OF CHINA, Keelung (Chilung), Kaoshiung, TAIWAN (REPUBLIC OF CHINA), Vostochny, UNION OF SOVIET SOCIALIST REPUBLICS

2. Southeast Asia (SEASIA): NRAs apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam. NRAs to/from inland points apply via the Southeast Asia Base Port Group (SEASIABP), defined as follows:

PORT GROUP

SEASIABP BASE PORTS

Jakarta, INDONESIA, Port Kelang, Penang, MALAYSIA, Cebu, Manila, PHILIPPINES, Singapore, SINGAPORE, Bangkok, THAILAND

3. South Asia (SOUTHASIA): NRAs apply to/from ports and points in the following countries: Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka. NRAs to/from inland points apply via the South Asia Base ports (SASIABP), defined as: PORT GROUP

SOUTHASIABP BASE PORTS

Chittagong, BANGLADESH, Bombay (Mumbai), Calcutta (Kolkatta), Madras (Chennai), INDIA, Karachi, Pakistan, Colombo, 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. Rates to/from inland points apply via the Australia, New Zealand, Oceania Base Port Group (ANZOCEANIABP), defined as: PORT GROUP

ANZ/OCEANIABP BASE PORTS

Adelaide, Brisbane, Freemantle, Melbourne, Sydney, AUSTRALIA, Auckland, Christchurch, Lyttleton, Wellington, NEW ZEALAND, Saya, PHI, Papeete, FRENCH POLYNESIA, Noumea, NEW CALEDONIA, Lae, Port Moresby, PAPUA NEW GUINEA, Honiara, SOLOMON ISLANDS Nukualofa, TONGA Port Vila, VANUATU, Spia, WESTERN SAMOA

5. Middle East (MIDEAST): Rates apply to/from ports and points in the following countries: Bahrain, Iran, Iraq, Jordan Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen. Rates to/from inland points apply via the Mideast Base Port Group (MIDEASTBP), defined as:

PORT GROUP

MIDEASTBP BASE PORTS

Bahrain, BAHRAIN, Bandar Abbas, Bandare Khomeyni, IRAN, Aqaba, JORDAN, Mina Qabus (Muscat), OMAN, Ad Dawhah (Doha), QATAR, Damman and Jeddah, SAUDI ARABIA, Abu Zaby (Abu Dhabi), Dubayy (Dubai), Fujeirah, Jabal Ali, (Jebel Ali), UNITED ARAB EMIRATES, Hodeidah, YEMEN

6. Africa (AFRICA): Rates apply to/from ports and points in the countries shown in the AFRICABP Base Port Group as shown below. NRAs also apply to/from all points in the following African countries: Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, Uganda, Western Sahara, Zambia, Zimbabwe; NRAs to/from inland points in these countries apply via the Africa Base Port Group (AFRICABP), which is defined below. For NRAs to North African countries, see the Mediterranean (MED) Country and Base Port Group.

PORT GROUP

AFRICABP BASE PORTS

(EAST AND SOUTH AFRICA): Moroni, COMOROS, Djibouti, DJIBOUTI, Mitsiwa, ETHIOPIA, Mombasa, KENYA, Luderitz and Walvis Bay, NAMIBIA, Toamasina and Toliara, MADAGASCAR
Port Louis, MAURITIUS, Beira, Manuto, Nacal MOZAMBIOUE, Mahe, SEYCHELLES, Berbera, Mundisho

Port Louis, MAURITIUS, Beira, Maputo, Nacal MOZAMBIQUE, Mahe, SEYCHELLES, Berbera, Muqdisho (Mogadishu), SOMALIA, Durban, Capetown, SOUTH AFRICA, Bur Sudan (Port Sudan), SUDAN, Dar Es Salaam, Tanga, Zanzibar, TANZANIA, (WEST AFRICA) Lobito, Landana (Luanda), ANGOLA, Cotonou, BENIN, Douala, CAMEROON, Praia, CAPE VERDE ISLANDS, Pointe Noire, CONGO, Libreville, Port Gentil, GABON, Banjul, THE GAMBIA, Accra, Sekondi, Takoradi, Tema, GHANA, Conakry, GUINEA, Bissau, GUINEA BISSAU, Abidjan, IVORY COAST, Monrovia, LIBERIA

Nouakchott, MAURITANIA, Lagos, Port Harcourt, NIGERIA, Dakar, SENEGAL, Freetown, SIERRA LEONE, Lome, TOGO, Matadi, ZAIRE

7. Mediterranean (MED): NRAs 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, Lebanon, Madeira (Portugal), Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Yugoslavia (including Bosnia-Herzegovina, Croatia, Macedonia, Slovakia). NRAs to/from inland points apply via the Mediterranean Base Ports Group (MEDBP), defined as:

PORT GROUP

MEDBP BASE PORTS

Alger (Algiers), ALGERIA Ponta Delgada, AZORES (Portugal) Las Palmas, Tenerife, CANARY ISLANDS (Spain) Lemosos (Limassol), CYPRUS Al Iskandariyah (Alexandria), Bur Sa Id (Port Said), EGYPT, Marseilles, France, Piraievs (Pireaus), Thessaloniki (Solonika), GREECE Ashdod, Hefa, ISRAEL

Genova (Genoa), Livorno (Leghorn), ITALY Bayrut (Beirut), LEBANON Funchal, MADEIRA ISLANDS (Portugal) Valletta, MALTA Casablanca, Rabat, Tangier, MOROCCO, Leixoes, Lisboa, Oporto, Portugal Barcelona, Bilbao, Valencia, SPAIN, Al Ladhiqiyah (Latakia), SYRIA Sfax, Tunis, TUNISIA Mersin, Izmir, Istanbul, TURKEY, Dubrovnik, Koper, Split, YUGOSLAVIA

8. Northern Europe (NEUROPE): NRAs apply to/from ports and points in the following countries: Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Faroe Islands (Denmark). Finland, France, Germany, Freenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norwary, Poland, Romania, Sweden, Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Union of Soviet Socialist Republics (including Armenia, Azerbaijan, Belorussia, Estonia, Georgia, Kazakhstan, Kyrgystan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan). NRAs to/from inland points apply via the North Europe Base Port Group (NEUROPEBP), defined as: PORT GROUP

NEUROPEBP BASE PORTS

Antwerpen, BELGIUM, Varna, BULGARIA, Aarhus, Copenhagen, DENMARK, Helsinki, Kotka, Turku, FINLAND, Le Havre, France, Bremen, Bremerhaven, Hamburg, GERMANY, Baile Atha Cliath (Dublin), Cork, Galway, Waterford, IRELAND (EIRE), Amsterdam, Rotterdam, NETHERLANDS, Bergen, Oslo, Stavanger, NORWAY, Gdansk, Gdynia, POLAND, Costanta, ROMANIA, Goteborg, Malmo, Stockholm, SWEDEN, Riga, Tallinn, Leningrad (St. Petersburg, Klaipeda, USSR, (UNION OF SOVIET SOCIALIST REPUBLICS) Belfast, Felixstowe, Glasgow, Grangemouth, Liverpool, London, Southampton, UNITED KINGDOM

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

PORT GROUP

CANADABP BASE PORTS

St. Johns, Newfoundland, CANADA, Charlottetown, Prince Edward Island, CANADA, Halifax, Nova Scotia, CANADA, Saint John, New Brunswick, CANADA, Montreal, Quebec, Quebec, CANADA Toronto, Ontario, CANADA, Vacouver, British Columbia, CANADA PORT GROUP

MEXICOBP

BASE PORTS

Tampico, Veracruz, MEXICO, Lazaro Cardenas, Manzanillo, Salina Cruz, MEXICO

10. Central America (CAMERICA): NRAs apply to/from ports and points in the following Cental American Countries: Belize, Costa Rico, El Salvador Guatemala, Honduras, Nicaragua, Panama. NRAs to/from inland points apply the Central America Base Port Group (CAMERICABP), defined as:

PORT GROUP

CAMERICABP BASE PORTS

Belize City, BELIZE, Puerto Limon, COSTA RICA, San Jose, Santo Tomas de Castilla, GUATEMALA Puerto Henecan, Puerto Cortes, HONDURAS, Corinto, Managua, NICARAGUA, Balboa, Cristobal, Panama City, PANAMA

11. Caribbean Islands (CARIBBEAN): NRAs applies to/from ports and points in the Caribbean Island Countries named in the Caribbean Base Port Group. NRAs to/from inland points apply via the Caribbean Base Port Group (CARIBBEANBP), defined as:

PORT GROUP

CARIBBEANBP BASE PORTS

St. Johns, ANTIGUA AND BARBUDA, Oranjestad, ARUBA (Netherlands Antilles) Freeport, Nassau, BAHAMAS, Bridgetown, BARBADOS, Hamilton, BERMUDA, Kralendijk (Bonaire), NETHERLANDS ANTILLES, Tortola, BRITISH VIRGIN ISLANDS, Georgetown, CAYMAN ISLANDS, Willemstad, CURACAO (Netherlands Antilles) Roseau, DOMINICA, Santo Domingo, DOMINICAN REPUBLIC

ROSEAU, DOMINICA, SANTO DOMINICAN REPUBLIC
Saint Georges, GRENADA, Pointe a Pitre, GUADELOUPE, Port Au Prince, HAITI, Kingston, Montego Bay,
JAMAICA, Fort de France, MARTINIQUE, Plymouth, MONSTSERRAT, Basseterre, St Kitts/ Nevis
Castries, ST. LUCIA, Kingstown, ST. VINCENT AND THE GRENADINES, Grand Turk Island, TURKS AND
CAICOS ISLANDS, Port of Spain, TRINIDAD

12. South America (SAMERICA): NRAs 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. NRAs to/from inland points apply via the South America Base Port Group (SAMERICABP), defined as: PORT GROUP

CARIBBEANBP BASE PORTS

Buenos Aires, ARGENTINA, Fortaleza, Santos, Sao Paulo, Rio de Janeiro, BRAZIL, Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas, Talcaltuano, Tocopilla, Tocopilla, CHILE, Barranquilla, Buenaventura, Cartagena, Santa Marta, COLOMBIA, Guayaquil, ECUADOR, Cayenne, FRENCH GUIANA Georgetown, GUYANA, Asuncion, PARAGUAY, Callao, PERU, Paramaribo, SURINAME, Montevideo, URUGUAY La Guaira, Maracaibo, Puerto Cabelllo, VENEZUELA, NRAs also apply to/from ports and inland points named in the individual NRAs.

Tariff Rule Information

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Rale 1-B:

Intermodal Service

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Intermodal through rates applies between points in the U.S.

Tariff Rule Information

000684-006: Amendment No.: O CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Rule 2: Application of NRAs and Charges

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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

"Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight.

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

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

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules 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.

NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs will be shown as single-factor through NRAs.

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

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

- 3. Packages containing articles of more than one description shall be rated on the basis of the NRA provided for the highest rated articles contained therein.
- 4. NRAs do not include Marine Insurance or Consular fees.
- 5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States 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.

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 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 NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
 - 8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
- 9. Wherever NRAs are provided for articles named, the same NRA will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific NRA 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."

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

12. When two or more NRAs may be applicable to a given shipment and one NRA is more specific than the others, the most specific NRA shall apply. One NRA is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Pineapple is more specific than Canned Fruit or Canned Goods, N.O.S.

An NRA from/to a specific destination is more specific than an NRA to/from a geographic range or zone, (Examples): An NRA from New York, NY is more specific than an NRA from Atlantic and Gulf Base Ports (AGBP). An NRA to Yokohama, Japan is more specific than an NRA 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

DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

15. SERVICE OPTIONS:

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

Container Yard (Y)

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 (S)

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.

Door (D)

Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.

Ocean Port (O)

Ocean Port rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.

b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.

c. Carrier may also utilize the following terminology to describe its services:

IPI Service, from Asia to USA

The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

MLB Service (Mini Land Bridge), from Asia to USA

The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports. RIPI Service, from Asia to USA

The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

16. ADVANCED CHARGES

Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading, and 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.

Tariff Rule Informat.

000684-006: Amendment No.: O

CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Betw

Rule 2-010: **Packing Requirements**

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

- 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 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 pounds, and/or kgs., 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.

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 2-020: **Diversion By Carrier**

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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 ports en-route between Carrier discharging terminal and carrier's delivery terminal provided the NRAs are 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 NRA 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 would have borne had the shipment cleared through the port originally intended.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 2-030: **Mixed Commodity Rates**

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Mixed Commodities

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.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and

Amendment No.: O

Container Capacity

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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

TYPES CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE

SIZE TYPES TEMPATURE SERVICE TYPE 20' Std 20 Foot Container AC Atmosphere Control D Door 40' Std 40 Foot Container DF Drop Frame M Motor 40' HC 40 Foot High Cube R Rail Yard FB Flat Bed S Cont Frgt Station 40' Flat Rack FR Flat Rack 45' Std 45 Foot Container GC Garment Container U Rail Siding 48' Foot Container HH Half Height RF Refrigerated X Team Tracks 53' Foot Container Ventilated Container Yard IN Insulated N/A Not Appl 20' Flat Rack 20' Platform

> TL Top Loader TR Trailer VR Vehicle Racks

RE Reefe TC Tank

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

Tariff Rule Information

CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World) 000684-006:

Amendment No.: O

40' Platform

Rule 2-050: **Shipper Furnished Containers**

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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 by 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 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 leaseholdership of the container offered for shipment.

Tariff Rule Information

CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World) 000684-006:

Amendment No.: O

Rule 2-060: Measurement And Weight

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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 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 CENTIMETRES and weight in KILOGRAMME
- 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.

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. OFFICIAL MEASURERS AND WEIGHERS

4. OFFICIAL MEASURERS AND WEIGHERS
The straight loaded shipments of consolidator Cargo, stuffed at Carrier's nominated off dock CY locations, does not require measuring/weighing for purposes of confirming volume/weight of cargo. For such shipments, however, there must be a certificate from an officially appointed Swotn Measurer to confirm the exact location at which the shipment was stuffed into the container.

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

A. The carrier at loading port will assess freight on the shipments on the basis of 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 consignces, 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 re-measuring. If such outturn reweighting, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Overweight Containers

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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 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 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 by whomever 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).

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 2-080: Shipper's Load And Count

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" 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 to open-side flat-rack type 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 the 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 or bracing of cargo within the container.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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 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. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original 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. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
- 6. Diversion charges or administrative charge are payable by the party requesting the diversion.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O Rule 2-100:

Mixed Shipments

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

- 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 NRA applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
- 2. Single shipments which consist of articles subject to two or more different NRAs, when articles subject to such different NRAs are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity NRA applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
- 3. Where different scales of NRAs are provided for shipments of different weights, apply on each article the NRA 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 NRAs, will be charged for at the lowest NRA 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 NRA 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 NRAs 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.

Tariff Rule Information

000684-006: CARGO C Amendment No.: O

CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Rule 2-110:

Restricted Articles

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Except as otherwise provided, the following articles will not be accepted for transportation:

- 1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
- 2. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
- 3. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume 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.
- 4. Corpses or cremated remains.
- 5. Animals, birds, fish, livestock.
- 6. Eggs, viz: Hatching.
- 7. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
- 8. Silver articles or ware, sterling.
- 9. Except as otherwise provided herein or in 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.

- 10. Carrier, except as provided in 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.
- 11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
- 12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)
Amendment No.: O

Rule 2-120: Freight All Kinds (FAK)

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Unless otherwise provided herein, any item described as "Freight All Kinds" shall consist of a MINIMUM of two different commodity items. Further restrictions to the item shall be contained in the NRA.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 2-130: ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Different levels of Service are offered by the Carrier. Unless otherwise specified in the individual NRA, NRAs are applicable for Regular Service.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O
Rule 2-140:
AES USA EXPORT SHIPMENTS

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O
Rule 2-150: DOCUMENTATION FEE

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Document fees are considered origin and destination local charges and shall be applied whether or not included in this Rules Tariff or in quotations.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O
Rule 2-160: AMS CHARGES

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Except as otherwise provided NRAs, in addition to the documentation charges currently in effect under this tariff the following will apply to all shipments to destinations in the USA:

1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non- U.S. port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the

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Carrier submits such data. AMS charges are considered origin and destination local charges which shall apply whether or not included in this Rules Tariff or in quotations.

- 2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be USD \$40 per correction
- 3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.
- 4. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.
- 5. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and U.S. Customs as follows:

If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.

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

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O Rule 2-170:

SUBMISSION OF CARGO DECLARATION DATA

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.

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

1. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the

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

B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.

Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:

1. Shippers who submit their shipping instructions in paper format will be required to submit their shipping instructions to Carrier no later than seventy-two (72) hours prior to vessel arrival at the foreign port of load. This applies to all U.S. destined cargo as well as cargo intended to be transshipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.

C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

Non-vessel operating common carriers ('NVOCCs') that are licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is

registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective rules tariff, and has posted the required financial security with the FMC.

- 1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.
- 2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCOs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C(1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC 3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.

- 1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B, or (ii) the certification required by
- paragraph C of this rule by the deadline specified therein.

 2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

E. INDEMNIFICATION OF CARRIER.

If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s)shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal

F. CONFIDENTIALITY. Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container load cargo containing shipments by more than one Shipper.

G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 for charges to apply.

Tariff Rule Information

000684-006: Amendment No.: O Rule 2-180:

CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

U.S. CUSTOMS RELATED CHARGES

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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

NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo or merchant.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O Rule 2-190:

FDA PRIOR NOTICE

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

A. Prior Notice and Registration Requirements:

Pursuant to regulations effective December 12, 2003 (see 21 C.F.R. Parts 1 and 20), the FDA must be provided with notice of food that is imported or offered for import into the United States (i.e., the continental U.S., Alaska, Hawaii and Puerto Rico) by water at least eight (8) hours prior to vessel arrival.. The term "food" means: (i) articles used for food or drink for man or other animals; (ii) chewing gum; and (iii) and articles used for components of food or chewing gum (see 21 U.S.C. Sec. 321(f). However, the term does not include neat products, poultry products, and eggs products that are subject to the exclusive jurisdiction of the U.S. Department of Agriculture. In addition to prior notice of food shipments, the new FDA regulations require that U.S. and foreign facilities which are engaged in the manufacturing, processing, packing, or holding of food for consumption in the United States ("subject facilities") register with the

B. Responsibility for Prior Notice and Registration:
It shall be the responsibility of the shipper and/or consignee named in Carrier's bill of lading (hereinafter collectively referred to as the "Cargo Interests"), to ensure that prior notice of any shipment of food (as that term is defined in Paragraph A) imported or offered for import into the U.S. is provided to the FDA in accordance with applicable regulations and that any subject facility (other than a subject facility of Carrier) which has manufactured, processed, packed or held such food shipment has registered with the FDA in accordance with applicable regulations.

C. Evidence of Compliance:

With respect to any food shipment for which a prior notice confirmation number ("PN Number") is required to be provided to the Bureau of Customs and Border Protection ("CBP"), FDA, or any other government agency upon arrival, it shall be the responsibility of Cargo Interests to ensure that such PN Number has been provided to the required agencies and other persons prior to vessel arrival. In addition, Cargo Interests shall be required to provide Carrier with the PN Number immediately upon written request of Carrier.

D. Failure to Comply:

- 1. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility to register with the FDA, it is expected that notice of refusal will be provided to Carrier by the FDA and/or CBP. Carrier will use best efforts to promptly transmit the notice received from the authorities to the Cargo Interests, who shall be responsible for transmitting such notice to any other persons with an interest in the cargo. Carrier shall not be liable for any delay in the transmission of, or failure to transmit, such notice or any consequences thereof.
- 2. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility (other than a subject facility of Carrier) to register with the FDA, or if it is determined that cargo which should have been refused entry has been permitted to enter the United States, then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and reimburse Carrier (and by booking a shipment with Carrier do thereby agree to indemnify, hold harmless and reimburse Carrier) for any and all costs, expenses, liabilities, damages, or losses incurred by the Carrier as a result of such non-compliance including, but not limited to, costs of complying with orders and directions of FDA and/or CBP, costs for handling and storing cargo, demurrage, subsequent transport of the cargo by any mode of transportation, and fines and penalties. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, or to defend any action resulting from actions or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also

extend to its agents, affiliates, contractors, employees, vessel-sharing partners, slot charterers, vessel owners, and insurers.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O Rule 2-200: Cargo Roll-Over Fee

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Carrier will require complete and accurate shipping instructions by the "Document Due By Date" mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the "Document Due By date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account.

A Cargo Roll-Over Fee of \$200.00 shall be charged.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 2-210: Free Time Detention / Demurrage / Storage

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Goods received at break-bulk terminal, CFS or CY are subject to free time and detention, demurrage, or storage provisions of the appropriate port terminal tariff or ocean common carrier tariff. In the absence of such tariff, the free time and charges contained in the closest public port terminal tariff will apply. Should there be no port terminal tariff or public port terminal tariff to apply, the free time allowed shall be as follows:

Export: Per diem, free time for export is 5 working days from pick up of equipment, thereafter USD 150.00 per day Import: Demurrage, free time shall be 5 working days from availability of equipment at the port, thereafter USD 150.00 per day.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 3: Rate Applicability Rule

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 4: Heavy Lift

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Not Applicable.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Extra Langth

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Not Applicable.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 6: Minimum Bill of Lading Charges

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

None.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 7: Payment of Freight Charges

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

A. CURRENCY

Rules and charges are quoted in U.S. Currency 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, as amended to adjust the NRAs and charges as required.

B. PAYMENT IN U.S. DOLLARS

Except as otherwise provided, freight and charges shall be prepaid in the United States in US currency

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. 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

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 free of tax.

Tariff Rule Information

000684-006: CARGO CONSOL DATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 8: Bill(s) of Lading

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Carrier's bill of lading, front and back provided herein:

CARGO CONSOLIDATION CORP. BILL OF LADING 777 SUNRISE HIGHWAY, SUITE 204, LYNBROOK, NY 11563 • TEL: 516-203-3100 • FAX: 516-203-3101 (1) Shipper (Name, Address, Phone) (11) Bill of Lading No. Boxes 12 - 15 and 17 for Merchant Use Only, Not Part of Bill of Lading (12) Export References (2) Consigned to (Not Negotiable Unless to Order) (13) Forwarding Agent - References (14) Point and Country of Origin FOR PARTICULARS OF DELIVERY PLEASE APPLY TO: (3) Notify (Name, Address, Phone) (15) Domestic Routing / Export Instructions (4) Place of Receipt** (Combined Transport) (5) Pre-Carriage By (6) Intended Ocean Vessel (See Clause 2) (Flag) (7) Port of Loading (8) Port of Discharge (9) On-Carriage By (10) Place of Delivery (Combined Transport - Only if Contracted For) (17) Particulars Furnished by Shipper - Not Checked by Carrier (16) Carrier's Receipt Shipper Gross Weight Marks and Numbers Checked **Shippers Measurements** Kilos / Pounds Total No. of COGSA Pkgs (see Clause 14) NON-NEGOTIABLE RECEIVED in apparent external good order and condition the containers, packages or unit bearing marks or numbers indicated in the "Carriers Receipt", above, said by the shipper to contain the quantity of goods, weights and measurements indicated in "Particulars Furnished by the Shipper", above, which particulars have not been checked by the Carrier. If this Bill of Lading is issued for Intermodal Combined Transport (see Clause 18) and is stamped and initialed "Shipped on Board", it means on board any mode of transport utilized by the Carrier. Carrier has the right to stuff cargo into the containers and to carry containers, including flatracks and canvas topped, vans, trailers, trucks or simular rolling equipment, yachts and oversized or hazardous goods on deck of any vessel. IF THIS IS A NEGOTIABLE (TO ORDER OF) BILL OF LADING 3 ORIGINALS HAVE BEEN SIGNED, ONE BEING ACCOMPLISHED THE OTHERS TO STAND VOID. If this is a non-negotiable (straight) bill of lading, the carrier shall have the right, but not the duty, to deliver cargo without the surrender of the bill of lading. MONTH DAY YEAR Declared Value See Clause -For the carrier

CARGO CONSOLIDATION CORP.

IN ACCEPTING THIS DILL OF LADING, the Merchant agrees to be bound by all of its terms, conditions and limitations, as well as the provisions of Carrier's applicable Tariff, which shall be considered incorporated herein as it set forth at length and which with these terms, conditions and limitations, shall govern the relationship between the Merchant, as defined below, and Cargo Consolidation Corp. and the Owner or Oemise Charterer of the Ocean vessel. The names of the Owner and/or Demise Charterer may be obtained from the Carrier's Agent or from Lloyd's Register. The Carrier shall have the right, without notice, to ship goods on a substitute vessel or other watercraft of this or any other carrier, or by any other mode of transport

- Clause Paramount. For carriage to or from or through any port of the United States
 or its territories or possessions, this bill of lading shall have effect subject to the provisions
 of the U.S. Carriage of goods by Sea Act. 1936 ("COGSA") In respect of carriage of goods to and from a port of the United States or its possessions. If, this Bill of Lading is issued for to after from a port in Canada than, this bill of fading shall have effect subject to the brins of the Canadian Carriage of Goods by Water Act, 1985. If this Bill of Lading is issued for carriage other than stated above, then this bill of lading shall have effect subject to the carriage other than stated above, man this bill of racing shall have offers solect to the provisions of the Haque Rules contained in the International Convention for Unification of Cartain Rules Relating to Bills of Lading, dated Brussels, August 25, 1924, as enacted in the country of shipment, of if so such enactment is compulsority applicable, the provisions of said Convention shall apply by agreement. The provision of COGSA. Canadian Carriage of Goods by Water Act, such enactment or said Convention, whichever may be applicable, are hereby incorporated heroin and shall apply throughout the entire thin the goods are in the Carrier's custody, including before loading and after discharge as long as the goods remain in the rules for 4 the Carrier's custody. In the custody of the Carrier or its subcontractors. Nothing herein contained its to be deemed a surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under COGSA or the Canadian Carriage of Goods by Water Act, said enactment or the Convention, or Clause 18(b) hereof.
- Definitions. The following definitions shall apply in this Bill of Lading: Vessal: Shall include the vessal named herein or any substituted vessal, feeder vessal, lighter or other watercraft utilized by the Carrier.

Carrier: Shall include Cargo Consolidation Corp., the vessels, their owners, operators and

demise charterers.

Merchant: Shall include the Shipper, Consignee, holder of this Bill of Lading, the receiver of the Goods and the owner of the Goods carried hereunder.

Goods: Shall include the merchandise and articles of any kind carried under the Bill of Lading, including commercial goods, packing or packaging materials and Merchant owned or leased containers of every description. Charges: Shall include the freight and all expenses and money obligations whatsoever

payable by the Goods or Morchant to the Carrier.

Package: Shall include any container, van, trailer, pallet, skid or cradle used to consolidate

or unitise the Goods for carriage. Where the Box 17 (on the front hereon) lists both number of carlons as well as number of "pallots" or "skids," it is specifically agreed between the Merchant and Carrior that the number of "pallots" or number of "skids" will constitute the Package.

Government and Authorities: Shall include the United Nations, the European Union and any similar international organization, as well as a sovereign state or political subdivision thereof, port authority, customs official and any person or entity acting or purporting to act for any such Government or Authority.

At the risk and expense of the Goods: Or any like terms shall include, in addition, at the risk and expense of the Merchant.

- Defenses Extended to Subcontractors and Others. It is expressly agreed by the Carrier and the Merchant that the Vessel named herein, or any substitute or other vessel or watercraft, and the Master, crewmembers, servants and agents of the Carrier and all or any subcontractors of the Carrier, including any Participating Carriers, performing any part of the carriage or service covered by this contract, as well as any stevedores, terminals, security carriage or service overein by this Contract, as well as any steveours, minimals, sections services or varietiouses used by the Carrier or Participating Carrier to perform any part of this contract, and their servants, agents, or any sub-contractors appointed by any of the parties so mentioned, shall each be a beneficiary of this contract and shall be entitled to all the exemptions, Immunities and defenses, limitations of liability and time to sue limitation and other benefits which the Carrier, has under this Bill of Lading, its tariffs, U.S. COGSA, or under any law compulsorily applicable to this Bill of Lading, and all such persons shall be deemed to be third-party beneficiaries of the Bill of Lading contract.
- Right to Carry on Dock, Dock Cargo. Carrier shall have the right to stow goods in containers, vans or trailers and to carry containers, vans, trailers, trucks or similar heavy rolling equipment, heavy cargo, yachts and hazardous cargo on deck of the vessel without notice to the Merchant, and if carried on deck, such cargo shall by this contract be subject to the provisions of COGSA. Canadian Carriage of Goods by Water Act, or the enactment or Convention which is applicable under Clause 2 hereof, notwithstanding any exclusion of on deck cargo therein, and the Carrier shall not be required to specially note any statement of such deck carriage on this Bill of Lading, any custom to the contrary notwithstanding. With respect to goods carried on deck and stated herein to be so carried, all risks of loss or damage inherent in such carriage shall be borne by the Merchant, reservoing to the Carrier the right to invoke the defences and limitations contained in U.S. COGSA and by this contract. Unless noted in writing by the Carrier on the face hereof, any agreement by Carrier or Carrier's agents to carry containors under deck shall be null and void.
- or Carrier's agents to carry containors under deck shall be null and void.

 5. Merchant's Responsibility. The weights of singlo pieces or packages exceeding two (2) tons shall be declared in writing by the Shipper and clearly and durable marked on the outside of each piece or package and Merchant shall be liable to pay extra charges for loading, handling, transhipping or discharquing in accordance with the applicable and rrates. The Merchant quarantees the accuracy of the particulars furnished to the Carrier by the shipper, including weight and measurement and the type of package actually shipped in a sealed container. The Merchant warrants that the goods are addition according veight and warrants that it has fully disclosed the number of package packed by it or its agent inside the container and agrees that the "package" for illiniation purpose, if any, shall be any patellisted and/or unitised assorbidge of accrafge which has been palletised and/or unitised for the convenience of the Marchant, regardless of whether said pallet or unit is disclosed on the face hereof. Merchant furfirer warrants that it is has accertained and fully disclosed on the face hereof in the Particulars any hazardous or potentially dangerous characteristics of the poods.

 The Merchant variants that increase the particular and sealed container tentioned the tention.

disclosed on the face hereof in the prancipas any nazarobus or potentially dangerous characteristics of the goods.

The Merchant warrants that any therehant loaded and sealed container fendered to the Carrier's in conformity with an applicable International and/or national regulations relating to the safe and proper carriego of nazardous cargo and containerised cargo.

- to the sate and proper careage of nazaroous cargo and containers ocargo.

 Containers Stutified by Shippor. The Carrier shall not be responsible for the safe and proper stowing of Godes to Containers if such containers are loaded with goods by the Merchant, or its area, consolidator or inland carrier, and no responsibility shall attact to the Carrier for agrees or particular containers and loaded by the Carrier, shall be properly scaled and the scaling of containers, containers not loaded by the Carrier, shall be properly scaled and the scaling difficultion potencies, as well as the container inference, shall be shown herein. The Microtham, or its agent, shall his people containers before loading them. Leading of any containers by Microtham or its agent, shall be prima facile evidence that the containers were cleans, series in studently the carrier of the prima facile evidence that the containers were clean, sound, waterlight, free of harmful odours and sultable for shipment of the particular Goods described herein. The Morchant agrees to be flable for, and shall lindaminly and hold harmless the Carrier, and the Carrier shall have a lion on the goods for any kind of property damage or presonal highlies accused by the contents of said contained; be any time, to property (including other cargo on board the Vessel) or to persons, also for any loss, damage. delay, or expense whatever including legal fees and expenses, resulting from any fallure of the Merchant, or its agent, to comply with provisions of this paragraph or of Clause 5, above.
- Duration of Liability, Port-to-Port Transport, Reconditioning of Goods and Repair of Containers. Carrier's Lien. The Carrier's custody or responsibility for Goods shall not commence until the Goods are received by the Carrier at port of loading, or place of receipt, if intermodal carriage is contracted for, regardless of whether a Dock Receipt is "ssued on behalf of the Carrier. Delivery of Port-to-Port stilpments shall take place when the Goods are descharged onto a safe wharf, craft or other families and the place. The Merchant shall check wassel's arrival with Carrier's agent and be ready to take delivery, as soon as goods are landed, including Saturdays, Sundays and holidays. Where goods are, according to custom of discharge port, turned over to port authorities or stevadores or watercraft not independently employed by Carrior, delivery to such authorities, stevedores or watercraft shall be considered final delivery to Merchant. If the Merchant fails to take delivery of the goods as provided herein, containers may be unstuffed and the goods stored at the risk and expense of the goods and after 30 days may, at option of the Carrier, be deemed abandoned and sold for the account of whom it may concern. The Merchant shall be liable for and shall indemnify the Carrier and Vessel, and the Carrier shall have a lien on the Goods or their proceeds for all expenses of storage, sale, coopering, repairing, fumigating, repacking or reconditioning the Goods. Carrier shall also have a lien on the Goods for all expenses incurred in repairing

containers damaged while in the custody of the Merchant, for demurrage on containers, for terminal storage charges and for all legal fees and expenses incurred in connection with the enforcement of any provision of this Bill of Lading. The Carrier's lien shall survive delivery and may be enforced by private or public sale without notice.

- Scope of Voyago, Delay, Consequential Damago. The scope of voyage herein contracted for may or may not include usual or customary or advartised ports of call whether named in this Bill of Lading contract or not. The Carrier does not undertake to load. carry, or discharge cargo on or by any particular vessel, date or time. Advertised sailings and arrivals are only estimated time, and such schedules may be advanced or delayed without notice. In no event shall the Carrier be liable for consequential damages or for any delay in scheduled departures or arrivals of any vessel or other conveyances used to transport the goods by sea, land or air.
- I.Iberiles. In any situation whether existing or anticipated before commencement or 9. Liberites. In any situation whother existing or anticipated defore commencement or during the voyage, including political turnoils, tarkies and work stoppages or had weasher which, in the Carrier's or Master's judgement, may give use to risk of damage, delay or disadvantage to the vessel, her cargo or persons aboard, or make it imprudent to begin or continue the wyago, or to enfor or discharge at any port, or give rise to delay or difficulty in arriving or leaving any port. The Carrier may decline to receive, keep, or load the Goods or may discharge the Goods at any safe port, or reliain the goods on board until the return trip or such time as the Master thinks advisable, or may forward or tranship the Goods by any means, but always at the risk and expense of the Goods, or may require the Merchant to take returned. delivery at port of shipment or diswinere, and if it fails to do so promptly, the Carrier may store the Goods at the expense and risk of the Goods or invoke the provisions of Clause 7, above. For extra services rendered pursuant to this clause the Carrier shall be entitled to reasonable extra compensation.
- 10. Yranshipment. Where the Goods are consigned to a port, or place not served by the Carrier, and transhipment is indicated on the face horsof, the Carrier may, without notice, tranship the Goods by any other vessel or other means of transportation not operated by the Carrier. The Carrier, in making any arrangements for transhipment by any means of transportation not operated by It, shall be deemed the AGENT of the Merchant without any other responsibility whatsoever. The on-carriage shall be subject to the terms of the oncarrier's current regular form of bill of lading or other contract, whether issued or not, even tarniar sorbital regional returns of a leaving or one contact, making size of the business seed on in, event though such terms may include a lower limitation of faibility or otherwise by less favourable to the Morchant than the larms of this Bill of Lading, which shall operate only as a receipt or document of title (if negotlable) after transhipment has taken place. Pending or after transhipment, the Goods may be stored ashore or atlost at the risk and expense until collected by the Merchant. Any and all liability of the Carrier incurred in connection with transhipment shall, in all respects, be subject to the terms and conditions contained benefits. including but not limited to Clause 14, Limitation Per Package or Freight Unit.
- including but not limited to Jause 14, Limitation Per Package or Prolint Unit.

 11. Goods Hot Itlentiffable. Goods not identifiable by marks or numbers shall be allocated for completing delivery to the various consignings of Goods of like character in propriation to any apparent loss or damage. Any loss or damage to combined supremis of bulk cargo shall be apportioned among them.
- any apparent loss or damage. Any loss or damage to combined stigness of bulk cargo shall be apportioned among them.

 12. Freight and Charges. Carrior's Lieu. Freight may be extended on the basis of the Shipper's Particulars but the Carrior hay, without notice to Mescand, often the combiners of packages and examine, weight and measure the Goods to verify freight chaines, and I such particulars are found to be erromeous and additional freight take systable, the Menchant shall be isable therefore and also for any expense thereby, neprice. Full freight to the arred for of discharge and other charges (including chaines by every freight shall be completely earned on receipt of the Goods by the Carder, whether make by every first shall be completely earned on receipt of the Goods with the carder, whether make by every first shall be completely earned on receipt and tharges, and any out a special property carder to the Goods, whether carder is the Goods of the voyage changed, broken, by frushated or abandoned. All unpaid freight and charges, stall be on girl in this, whout offset control calm or deduction, in the currency of the part of shipment or, at Carrior's option, of the post of discharge at the demand rate of New York exchange quoted on the day of the Vossel's custom house entry at the port of discharge, the cardier's shall be only a time of the order, and sums referent to the part of shipment or, at Carrior's option, of the port of discharge at the demand rate of New York exchange quoted on the day of the Vossel's custom house entry at the port of discharge, and sums referent to the cinh and may enforce this firm by public or private sale without notice and sums referent to the cinh and may enforce this firm by public or private sale without notice and shall be entitled to every a demander of the foods. The Shipper, Coostines and owner of the Goods and tolder of this Bill of Lading shall be joinly and severally habe the time for the payment of all freight and charges and for the port of any payt to perform inte

rrier shall be considered a default by the Merchant in the payment of freight.

13. General Average and Salvage, General Average shall be adjusted, stated and settled in Nev York according to York-Antiverp Rules 1994 except Rule XXII (or any subsequent amendments thereto) and, as to matters not therein provided for according to the saws and usages at New York. Average agnoement or bond and such cash deposit (pasytible at Sarrier's option in United States currency) as the Carrier may require as additional security for the contribution of the Goods and salvage and special charges thereon, shall be furnished before

delivery.

In the event of accident, danger, damage or disaster, before or after commencer whatsnever, whether due to negligence or not of the voyage resulting from any cause vihalsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract, or otherwise, the Goods and the Morchant Istall, jointly and severally, contribute with the Carrier in General Avarage to the payment of any sacrifices, losses, or expenses in a General Average nature that may be made or incurred, and shall pay salvape and special charges incurred in respect of the Goods, as determined by a duly appointed independent General Average actions and his determination as to slability for General Average contribution and his computation for the same shall be final and binding on all parties to the venture. If a salvaging ship owned or operated by the Carrier, salvage shall be paid for as fully and in the manner as if such salvaging ship or ships belong to strangers.

- 14. Limitation Per Package or Freight Unit, in case of any loss or damage to or in connection with Goods or dock cargo exceeding in actual value \$500, lawful money of the United States, per package or, in case of yonds not stipped in packages, per customary ornight unit. The value of the goods shall be deemed to be \$500 per package or per customary freight unit. and the Cardier's liability to any capacity including as agent for arranging on-certiago, it and, shall be determined on a value of \$500 per package or per customary freight unit. The Merchant may avoid the application of the package or per declaring the full value of the Goods to the Carrier, at the time of booking, and by paying ag additional freight charge to Carrior, in accordance with the Carrior's Tarift. In the event tist the additional freight charge to Carrior, in accordance with the Carrior's Tarift. In the event tist the actual value of the pends per package or per customary freight unit shall exceed such declared value, the value shall neverthipless be deemed the declared value and the Carrior's liability in any capacity, if any, shall not exceed the declared value, in no event shall not Carrier to liable for any amount in excess of the actual value of the Goods. It is agreed that the meaning of the vork "Package" includes a container, van, trailer, pallet, skid, crafte for unitized load, shipped hereunder. Where the Box 37 (no the front heren) lists both number of cartons as well as number of "pallets" or "skids," it is specifically agreed between the Merchant and Carrier that the number of "pallets" or number of "skids" will constitute the
- Limitation of Liability and Fire Statutos. The Carder whether ewner or time or voyage Charterer of the vessel shall be emitted to the full-benefit of, tight to, all limitation of. or exemption from, liability contained in Sections 4281 to 4286 both inclusive of the Bowsel Statutos of the United States, and amendments thereto, and any other provisions of the laws of the United States or any other country whose laws shall apply. Nothing in this Bill of Lading shall operate to limit or degrive the Carrier of any statutory protection or exemption from, or limitation of liability, which would have been applicable in the absence of any to set forth herein, or to increase its responsibilities or liabilities under any statute.
- 16. Notice of Loss. Time Bar, Law and Jurisdiction. Notice of loss or damage or any

other claim of whatsoever description and its general nature must be given in writing to the Carrier or its agent at the port of discharge or place of delivery before or at the time of the removal of the goods into the custody of the porson entitled to delivery. If the loss or damago is not apparent, the written notice must be given within three days of the delivery. In any event, the Carrier, the Vessel and others mentioned receiving the protections of this Bill of Lagling, shall be discharged from liability in any capacity unless suit is brought within one year after delivery or the date when goods should have been delivered under a port-toport bill of fading. In the case of a combined transport bill of fading where loss and/or damage occurs during any non-marine portion of the transport, within the time period provided by the land and/or rail carrier's bill of lading or regular form contract of carriage provided by the land and/or fall carriers one or sporny or regions corns connects or screening and/or applicable tailf, even if such line going oils less than one year. All law suits alleging any claim causes of action or any dispute whatsoever, arising under or in connection with this till of Lading shalf be referred exclusively to and shall be subject to the sole and exclusively institute of the sole and u.S. Law, including U.S. COGSA, 1936, and its \$500 limitation shall be applied in such suits.

- exclusive jurisdiction of the United States District Court, Southern District of New York, and U.S. Law, including U.S. COGSA, 1936, and its \$500 limitation shall be applied in such suits.

 17. Both to Blame Golffston. If the Vessel comes into collision with amother vessel or vessels or any other object, as a result of fault or negligence on line part of the other vessel or other object, or of those charged with the operation of particular of the other vessel or other object, or of those charged with the operation of particular of the carrier against all loss or neglect or default of the Master, pilot, marioners or servants of the Carrier against all loss or liability, to other or non-carrying vessel or wessels or other objects or her, its or their owners insofar as such loss or liability represents loss of an danage to, or any claim whatsoever of said goods or the owner thereof, paid or dayable by the other or non-carrying vessel or vessels or other objects, or subject to Settol recomment or recovery by the other non-carrying vessel or or Carrier. Net of regioning provisions shall also apply where the owners, operators or those or charge of any vessel or vessels or objects other than or in addition to, the colliding yessel or objects are at fault in respect of a collision or contact. This clause is to remain us felse in other jurisdictions even if unenforceable in the Courts of the United States of America.

 18. Combined transport. If "Place of Receipt" and/or "Place of Delivery", Boxes 4 and 10 on the frain thereof, are fitted out, and applicable freight is paid, this is a Combined Transport Bill at Lading. Where, in case of Combined Transport, the less or damage has occurred during his port, are the surface of the carriers and per provisions contained in any international convention or national law applicable to the means of transport during land or air carriery. Where his particular as a post to the means of transport during and or air carriery in the particular as of the medium of the particular as of the

- individuos shall be conviensivate with those of the underlying land or air carrier, or

 (c) if any court shall determine that no international convention or national law would have been compulsorily applicable and that the Carrier may not determine its liability. if any, by reference to the contract of carriage of the land or air carrier's contract of carriage or where said land or air carrier goes not have a content of carriage, then it is contractually agreed as between Merchant and Carrier that the Carrier's liability shall be determined as if the loss and/or damage complained of look place while on board the vessel.
- Refringration, Healton, Insulation, or Vontilation, Special containers or cargo space vrilh refrigeration or heating or insulation or mechanical ventilation shall not be furnished unless contracted for on the face of this Bill of Lading and extra freight paid. If a carriage lemperature is noted on the bill of lading, the Merchant shall deliver Goods to the Carrier at glus or minus 2 Degrees Celsius from noted temperature, and the Carrier shall oxercise due diligence to maintain such temperature, plus or minus 2 Degrees Celsius while the Goods are in its possession. The Carrier shall not be responsibile for control and save of refrigeration units on containors when such containers are not in the actual possession of the Carrier. It shall be the responsibility of the Merchant to inspect any refrigerated, ventilated or mechanical container upon receipt, before loading Goods into said container. Merchant's acceptance and use of any lendered container shall constitute Merchants agreement that the tendered container was in for all purposes and in good working condition. If IS THE MERCHANT'S DBLIGATION TO SET THE TEMPERATURE CONTROLS ON THE CONTAINER AT THE REQUIRED CARRYING TEMPERATURE. Carrier does not ON THE CONTAINER AT THE REQUIRED CARRYING TEMPERATURE. Carrier does not undertake to deliver emply rotingerated containers to Merchant at any specific temperature and will not accept any container loaded by the Merchant for shipment that is not set at the contracted carrying temperature. The Carrier does not warrant refrigeration machinery but shall exactise reasonable care in its operation and maintenance while in the actual possession of the Carrier. Carrier will not accept responsibility for the recording of temperatures in any form other than any Reefer Log Book maintained on board the carrying vessel. Carrier will not guarantes compliance with any governmental program or protocol unless noted on the front hereof and unless additional freight is paid.
- 20. U.S. Trade Routes. If this Bill of Lading is issued for carriage originating in or delivered at any place in the United States of America, then this Bill of Lading shall be exclusively subject to the United States Carriage of Goods by Sea Act and nothing contained. herein shall constitute a variver by the Carrier of any of the rights, defences and limitations contained in said Act. Specifically and virthout limitation, any claim for damage and/or loss of cargo shall be subject to the US\$500.00 limitation contained in the U.S. Carriage of Goods by Sea Act and nothing herein shall constitute an agreement by the Carrier to increase said limitation amount on its own behalf or on behalf of any other party to which the protections of this Bill of Lading are extended.

 The terms and provisions of the United States Federal Bill of Lading Act or any

amendments thereto ("Pomerone Act") are hereby incorporated into this Bill of Lading contract for any shipment originating outside of the United States of America or its territories or possessions, which is destine for delivery in the United States of America or its territories or possessions, as if said Act was compulsorly applicable to such carriage.

21. Dangorous Goods. No Goods which are or may become dangerous, inflaromable or danaging functuding radioactive material), or which may become liable to damage any proporty whatspover, shall be tendered to the Carrier for carriage without the express written. properly variationever, small be dendered to the learner for carriage various the express various consent of the Cartier and valinbout the condition or or other covering in which the Condition to be determined to the carried the swelf as the Guods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laves, egulations or requirements. If any such goods are delivered to the Cartier without such written consent and/or markings, or if in the option of the Cartier the Goods are or and leithed to become oil a dangerous, inflammable or damaging nature, they may be at any time destroyed or disposed of, or attandoned or rendered harmless without notice and without concensation to the Advertism of the Cartier to the Cartier's could be of the control of the Cartier to the Cartier's could be of the Cartier's could be only the Cartier's co without compensation to the Merchant and without prejudice to the Carrier's right to freight and the Carrier's right to seek damages for any loss or expense associated with the Goods, including reasonable attorney less. The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of carriage having regard to their nature and

a manner adequate to withing the risks of carriage having region to their haute and compliance with all laws or regulations within may be applicable to the carriage. Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims. Hosses, damages and expenses arising in consequence of fire carriage of such Goods, including but not limited to damage to the Vessel, property of the Carrier and its agents and servants as well as cargo belonging to

Noming in this Clause shall act to deprive the Carrier of any right, limitation and/or exception appearing herein or available to it at law.

22. Supercivility of Torms. Final Contract. The terms of this full of Lading shall be separable and, if any term or provision hereof or any part of any term or provision shall be invalid to any extent, it shall be invalid to that extent, but no further and such circumstance shall not affect the validity or enforceability of any other term or provision hereof. This Bill of Lading is the Irual contract hetween the perhes which supersedes any prior agreement or understanding, whether in writing or verbal. This Bill of Lading and its terms and conditions may not be changed orany

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. –

MRA TARIFF NO. 006 - Between (US and World)
Amendment No.: O

Rule 9: Freight Forwarder Compensation

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Carrier may pay compensation as negotiated in individual NRAs on the applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, but excluding all other charges, except as provided below, subject to the following conditions and exceptions.

- A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.
- B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services:
- 1) The coordination of the movement of the cargo to shipside
- 2) The preparation and processing of the ocean Bill of Lading
- 3) The preparation and processing of dock receipts or delivery orders
- 4) The preparation and processing of consular documents or export declarations
- 5) The payment of the ocean freight charges on the cargo
- C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.
- D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.
- E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.
- F. No compensation shall be paid to anyone at port or ports of destination.
- G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRAs and charges applicable under this tariff, subject to the above conditions and exceptions.
- H. Freight Forwarder Compensation: as specified in the individual NRAs, if any.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. -

NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 10: Surcharges and Arbitraries

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Not applicable.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. –

NRA TARIFF NO. 006 - Between (US and World)
Amendment No.: O

Rule 11: Minimum Quantity Rates

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

When two or more NRAs 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 NRA 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 NRA if, the weight or measurement declared for rating purposes is increased to the minimum level.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. –

NRA TARIFF NO. 006 - Between (US and World)
Amendment No.: O

Rule 12: Ad Valorem Rates

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

A. The liability of the Carrier as to the value of shipments at the NRAs 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 NRAs 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 five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA.

Tariff Rule Information

CARGO CONSOLIDATION CORP. 000684-006: NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O **Transshipment**

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Not Applicable.

Tariff Rule Information

CARGO CONSOLIDATION CORP. -000684-006: NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Co-Loading in Foreign Commerce **Rule 14:**

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

A. DEFINITION: For the purpose of this Rule "Co-Loading means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCCs for tendering to the ocean carrier under the name of one or more of the NVOCCs.

- B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCCs.C. When shipper's cargo is tendered for co-loading 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 co-loading.
- D. Shippers are responsible for payment of NRAs and charges only to the extent that such NRAs and charges are provided in this tariff.
- E. The carrier shall notify shippers that their cargo has been co-loaded by annotating each applicable Bill of Lading with the following statement:
- "Cargo covered by this Bill of Lading has been co-loaded with cargo of (Name(s) of other NVOCCs)."
- F. Carrier-to-Carrier Co-loading Carrier engages in co-loading under agreement(s) with one or more other NVOCCs.
- G. Shipper-to-Carrier Co-loading When carrier engages in co-loading 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 this tariff.

Tariff Rule ntormation

CARGO CONSOLIDATION CORP. 000684-006:

NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 15: Open Rates in Foreign Commerce

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Not Applicable.

Tariff Rule Information

CARGO CONSOLIDATION CORP. 000684-006: NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 16: Hazardous Cargo

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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, NRA; except where a specific NRA is provided for in this tariff.

TEF NO. OO'

- 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 (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, WIV, OAE, England as listed below:

MO.00

- 1 Explosives
- 2 Gasses; Compressed, liquefied 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 10 Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Tariff)

11 - Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. - 600, ICC No. B.O.E. - 600, FMC F No.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. –
NRA TARIFF NO. 006 - Between (US and World)

Rule 17: Green Salted Hides in Foreign Commerce

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV201

Not Applicable.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. –
NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 18: Returned Cargo in Foreign Commerce

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Not Applicable.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. –
NRA TARIFF NO. 006 - Between (US and World)

Rule 19: Shippers Requests in Foreign Commerce

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. –
NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 20: Overcharge Claims

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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 NRA to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration 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 weighers certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984.

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.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. –
NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 21: Use of Carrier Equipment

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs) the VOCC, either directly or via the carrier, provisions as published by the VOCC in its FMC tariff will be for the account of the cargo.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. – NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O
Rule 22: Automobile Rates in Domestic Offshore Commerce

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Not Applicable.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. -

NRA TARIFF NO. 006 - Between (US and World)
Amendment No.: O

Rule 23: Carrier Terminal Rules and Charges

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Carrier does not operate terminals at origin or destination. Except as otherwise provided in NRA, all shipments will be subject to the origin and destination terminal charges assessed by the underlying ocean carrier, including demurrage charges, whose vessel will be clearly identified on bills of lading.

Tarity Rule Information

000684-006: CARGO CONSOLIDATION CORP. –
NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 23-01: Destination Terminal Handling Charges

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

In destination countries where DTHC are required to be prepaid Carrier shall require the same prior to shipment.

Tariff Rule Information

000684-006; CARGO CONSOLIDATION CORP. –

NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or 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. 90339

3. Issued By: American Alternative Insurance Corporation

555 College Road East

Princeton, NJ 08540

- B. Agent for Service of Process
- 1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable, Carrier domiciled in the U.S. (See Title Page and/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 hand 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.

Tariff Rule Information

000684-006: Amendment No.: O CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Certification of Shipper Status in Foreign Commerce

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

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 a 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 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

Tariff Rule Information

000684-006: Amendment No CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: 1 (C)

SOLAS Regulations

Effective: 01JUL2016 Thru: NONE Expires: NONE Publish: 30JUNV2016

- 1. Upon tender of cargo to Carrier, Shipper shall provide to Carrier a Shipper Actual Gross Mass Weight Verification ("VGM") which meets the requirements of the International Maritime Organization (IMO) per its Guidelines relating to the Safety of Life at Sea Convention (SOLAS) for the export of containerized cargo. Carrier shall charge for coordination of the VGM with respect to the timely delivery of same to the appropriate ocean carrier and/or terminal operator as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.
- shipper's requirements.

 2. If a Shipper does not provide a satisfactory VGM to Carrier prior to tendering the cargo to Carrier, Carrier has the right to refuse to accept such cargo until one is provided to Carrier or if Carrier does accept container(s) from Shipper it may lawfully opt to not deliver the container(s) to the ocean terminals for loading on a vessel until it does receive a satisfactory VGM. Any expenses, charges, penalties or claims which may result from the untimely or non-receipt of an acceptable VGM is for the account of Shipper.
- 3. At Carrier's sole option, Carrier can arrange to obtain a VGM on Shipper's behalf provided that Carrier agrees to do so in writing and by Shipper providing an executed written authorization for Carrier to do so in a format acceptable to Carrier whereby Carrier agrees to act as an agent on Shipper's behalf solely for that purpose. Accepting that function shall not otherwise alter Carrier's relationship as an independent contractor as Carrier. Shipper agrees that in this case, Carrier may name itself as an additional party to the VGM. In the event that Carrier agrees to provide this service Carrier shall charge for coordination of the VGM with respect to the timely delivery of same to the appropriate ocean carrier and/or terminal operator as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.
- 4. VGM's provided by the Shipper to Carrier pursuant to the IMO SOLAS Guidelines shall have been obtained from either Method 1 as described by SOLAS, which requires that the full container load was weighed after it was packed, and/or Method 2 which requires weighing all the cargo and contents of the container and adding the tare weight of the container as indicated on the door of the container.
- 5. Whether Method 1 or Method 2 is utilized by the Shipper, for the shipper's weight verification to be compliant with the IMO SOLAS Guidelines requirement, it must be "signed", meaning a specific person representing the shipper is named and identified as having verified the accuracy of the weight calculation on behalf of the shipper. Identification of the person signing requires that their full name, address, and phone number/e-mail address be provided. If shipper has obtained a weight verification from either Method 1 or Method 2, Shipper may utilize Carrier's e-Docs solution on line at www.hartrodt.com and

provide an electronic signature as provided on subject web site. Carrier shall electronically transmit or otherwise deliver said VGM to the underlying ocean carrier or terminal. Carrier's charges for this service shall be as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.

- 6. Method 2 shall not be allowed by Carrier for scrap metal, un-bagged grain and other cargo in bulk "that "do not easily lend themselves to individual weighing of the items to be packed in the container."
- 7. Carrier will not accept estimates of weight, and the weighing equipment used must meet national certification and calibration requirements. Further, the party packing the container cannot use the weight somebody else has provided, except that individual, original sealed packages that have the accurate mass of the packages and cargo items (including any other material such as packing material and refrigerants inside the packages) are clearly and permanently marked on their surfaces.
- 8. If containers are delivered to the piers/terminals by the Carrier without a satisfactory VGM and the loading port has appropriate weighing facilities, all charges, fees, and/ or penalties with respect to weighing subject container shall be for the account of the Shipper.
- 9. Carrier shall not be responsible for charges, fees, penalties or other claims for containers for which a verified weight was provided prior to loading in a preceding load port and which may be loaded in transshipment ports which may require another VGM whether or not the SOLAS Guidelines require such reweighing.
- 10. Shippers who tender less-than-container load ("LCL"), whether beneficiary cargo owners, or non-vessel operating common carriers shall similarly provide VGMs for cargo tendered to Carrier loading facilities, and are subject to all weight regulations herein. Carrier reserves the option of weighing LCL cargo or full container loads ("FCL") loaded at the premises of Carrier or on behalf of Carrier by third parties, and to produce a corresponding VGM for charges as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.
- Shipper shall be solely responsible for all charges and fees from ocean carriers and/or terminals resulting from any VGMs improperly provided by Shipper and/or third parties, or for any other reason whatsoever including charges and fees relating to demurrage, detention, per diem, related to ocean carriers' and terminals' implementation of SOLAS. Carrier shall not be responsible for any "roll overs" of Shipper's container(s) related to VGM reasons whereby the containers are not loaded on a particular vessel

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O

Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Not Applicable.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)

Amendment No.: O
Rule 28: Definitions

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

CARRIER - means publishing carrier and/or inland U.S. Carriers.

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

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

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

CONTAINER LOAD - (CL) - 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 lest 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 (LTL) - 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 NRAs.

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

NEGOTIATED RATE ARRANGEMENT (NRA) - means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

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-NRA.

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 CARGO CONSOLIDATION CORP., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC Organization No. 000684.

RAIL CARRIER - means U.S. rail carrier or rail carriers.

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.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006 - Between (US and World)
Amendment No.: O
Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

EXPLANATION OF ABBREVIATIONS

A	Increase	FEU	Forty Foot Equivalent Unit	
Ad Val	Ad Valorem	FI	Free In	
AI	All Inclusive	FIO	Free In and Out	
BF	Board Foot or Board Feet	FIOS	Free In, Out and Stowed	
B/L	Bill of Lading	FO	Free Out	
BAF	Bunker Adjustment Factor	FOB	Free On Board	
BM	Board Measurement	FMC	Federal Maritime Commission	
C	Change in tariff Item	FR	Flat Rack	
CAF	Currency Adjustment Factor	Ft	Feet or Foot	
CBM, CM or M3	Cubic Meter	GOH	Garment on Hanger	
CC CFS	Cubic Centimeter	Н	House	
CFS	Container Freight Station	HAZ	Hazardous	
CFT	Cubic Foot or Cubic Feet	I	New or Initial Tariff Matter	
CLD	Chilled	K/D	Knocked Down	
CM	Centimeter	KDF	Knocked Down Flat	
CU	Cubic	Kilos	Kilograms	
CWT	Cubic Weight	K/T	Kilo Ton	
CY	Container Yard	LCL or LTL	Less than Container Load	
D	Door	LS	Lumpsum	
DDC	Destination Delivery Charge	L/T	Long Ton (2240 Lbs)	
E	Expiration	M	Measure	
ET	Essential Terms	Max	Maximum	
Etc	Et Cetera	MBF or MBM	1,000 Feet Board Measure	
FAK	Freight All Kinds	Min	Minimum	
FAS	Free Alongside Ship	MM	Millimeter	
FB	Flat Bed	MQC	Minimum Quantity Commitment	
FCL	Full Container Load	N/A	Not Applicable	

NRA	Negotiated Rate Arrangements	SL&C	Shipper's Load and Count
NSA	NVOCC Service Arrangements	Sq. Ft	Square Foot or Square Feet
NHZ	Non-Hazardous	S/T	Short Ton (2000 lbs.)
NOS	Not otherwise specified	SU or S/U	Set Up
OT	Open Top	TEU	Twenty Foot Equivalent Unit
P	Pier	THC	Terminal Handling Charge
Pkg	Package or Packages	TRC	Terminal Receiving Charge
PRC	People's Republic of China	USA	United States of America
PRVI	Puerto Rico and U.S. Virgin	USD	United States Dollars
Islands		VEN	Ventilated
R	Reduction	VIZ	Namely
RE	Reefer / Refrigerated	VOL	Volume
R/T	Revenue Ton	W	Weight
RY	Rail Yard	W/M	Weight/Measure
Tariff Rule Information 000684-006: CARGO CONSOLIDATION CORP NRA TARIFF NO. 006			CR
000684-006:	CARGO CONSOLIDATION CORP N	KA TAKIFF NO. 000	

Tariff Rule Information

Amendment No.: O Rule 30: Access to Tariff Information

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

This tariff is published on the Internet web site of Cargo Consolidation Corp. at: www.hartrodt.com.

Interested parties should contact Mike Schaefer by email at MSCHAEFER@HARTRODTUSA.COM concerning access to Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

Tariff Rule Information

000684-006: CARGO CONSOLIDATION CORP. - NRA TARIFF

Amendment No.: O

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Tariff Rule Information

000684-006: Amendment No.: O CARGO CONSOLIDATION CORP. - NRA TARIFF NO. 006

Rule 201: NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Effective: 07NOV2011 Thru: NONE Expires: NONE Publish: 07NOV2011

Pursuant to 46 CFR § 531.9 (a), Carrier hereby give public notice in tariff format the following essential terms of each NSA it has entered into with shippers as on file at the Federal Maritime Commission:

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