MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA

ORIGINAL TITLE PAGE

FMC No. 028275

NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATE: 05MAR2020 PUBLISHED DATE: 05MAR2020

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TITLE PAGE

TARIFF NO. 001
NRA GOVERNING RULES TARIFF
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAKBULK
BETWEEN
U.S. PORTS AND POINTS
AND
WORLD PORTS AND POINTS

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA is a foreign-domiciled registered Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC Organization number 028275.

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). NRA means the written and binding arrangement between an NRA shipper or consignee and an 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 NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a signed agreement: (2) sends the NVOCC a written communication, including an e-mail, indicating

acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. 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). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

PUBLISHED BY:

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TARIFF DETAILS

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SURFRSEDED BY TARRET NO. 001. CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL

ORGANIZATION INFORMATION

ORG NUMBER:

NAME:

TRADE NAME:

TYPE:

HDQ. COUNTRY:

PHONE: FAX:

EMAIL ADDRESS:

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

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MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Scope

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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

Rule 1:

Chester, PA

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

Galveston, TX

New Orleans, LA

Tampa, FL

Mobile, AL

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

Port Hueneme, CA

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.

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ARRIF TARRIFF NO. 002: EFFECTIVE 09/27/2023

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O Rule 1-A:

Worldwide Ports and Points

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Except as otherwise provided this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points

AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA ANDORRA ANGOLA ANGUILLA ANTARCTICA ANTIGUA AND BARBUDA ARGENTINA ASHMORE AND CARTIER ISLANDS AUSTRALIA

AUSTRIA BAHAMAS THE BAHRAIN BAKER ISLAND BANGLADESH BARBADOS BASSAS DA INDIA BELGIUM BELIZE BENIN BERMUDA BHUTAN BOLIVIA BOTSWANA BOUVET ISLAND

BRAZIL BRITISH VIRGIN ISLANDS BRUNEI BULGARIA BURKINA

BURMA BURUNDI CAMBODIA CAMEROON CANADA CAPE VERDE CAYMAN ISLANDS CENTRAL AFRICAN REPUBLIC CHAD

CHILE CHINA CHRISTMAS ISLAND CLIPPERTON ISLAND COCOS (KEELING) ISLANDS COLOMBIA COMOROS CONGO COOK ISLANDS CORAL SEA ISLANDS COSTA RICA

CUBA CYPRUS CZECHOSLOVAKIA DENMARK DJIBOUTI

DOMINICA

DOMINICAN REPUBLIC ECUADOR RETURN TO TABLE OF CONTENT

EGYPT EL SALVADOR EQUATORIAL GUINEA ETHIOPIA EUROPA ISLAND FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF MICRONESIA FINLAND

FRANCE FRENCH GUIANA FRENCH POLYNESIA FRENCH SOUTHERN AND ANTARCTIC GABON GAMBIA THE GAZA STRIP GERMANY GHANA

GLORIOSO ISLANDS GREECE GREENLAND GRENADA GUADELOUPE GUAM GUATEMALA

GUERNSEY GUINEA GUINEA BISSAU GUYANA HEARD ISLAND AND

MCDONALD ISLA
HONDURAS
HONG KONG
HOWLAND ISLAND HUNGARY ICELAND INDIA INDONESIA

IRELAND ISRAEL ITALY IVORY COAST JAMAICA JAN MAYEN JAPAN JARVIS ISLAND JERSEY JOHNSTON ATOLL

IRAN

IRAO

JORDAN JUAN DE NOVA ISLAND KENYA KINGMAN REEF

KIRIBATI KOREA DEMOCRATIC PEOPLES REP KOREA REPUBLIC OF

KUWAIT LAOS LEBANON LESOTHO LIBERIA LIBYA LIECHTENSTEIN

LUXEMBOURG MACAU MADAGASCAR MALAWI MALAYSIA MALDIVES MALI MALTA MAN ISLE OF

MARSHALL ISLANDS MARTINIQUE MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS MONACO GIBRALTAR

MONGOLIA MONTSERRAT MOROCCO MOZAMBIQUE NAMIBIA NAURU NAVASSA ISLAND

NEPAL NETHERLANDS NETHERLANDS ANTILLES NEW CALEDONIA NEW ZEALAND NICARAGUA NIGER

NIGERIA NIUE

NORFOLK ISLAND NORTHERN MARIANA ISLANDS

NORWAY OMAN PAKISTAN PALMYRA ATOLL PANAMA PAPUA NEW GUINEA PARACEL ISLANDS PARAGUAY

PERU PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO OATAR REUNION ROMANIA RWANDA SAN MARINO

SAO TOME AND PRINCIPE SAUDI ARABIA

SENEGAL SEYCHELLES SIERRA LEONE SINGAPORE SOLOMON ISLANDS SOMALIA SOUTH AFRICA SOUTH GEORGIA AND THE SOUTH SA

SPAIN SPRATLY ISLANDS SRI LANKA STHELENA ST KITTS AND NEVIS

ST LUCIA ST PIERRE AND MIQUELON ST VINCENT AND THE GRENADINES

SUDAN SURINAME SVALBARD SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN

TANZANIA UNITED REPUBLIC OF THAILAND TOGO TOKELAU TONGA

TRINIDAD AND TOBAGO TROMELIN ISLAND TRUST TERRITORY OF THE PACIFIC TUNISIA

TURKEY TURKS AND CAICOS

ISLANDS TUVALU UGANDA UNION OF SOVIET SOCIALIST REPU

UNITED ARAB EMIRATES UNITED KINGDOM URUGUAY

USA VANUATU VATICAN CITY VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND WALLIS AND FUTUNA WEST BANK WESTERN SAHARA WESTERN SAMOA YEMEN YUGOSLAVIA

ZAIRE ZAMBIA ZIMBABWE

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World) 028275

AMENDMENT NO. O Rule 1-B:

Intermodal Service

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Intermodal through rates applies between points in the U.S. and worldwide destinations.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2: **Notice to Tariff Users**

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §\$520, 531 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). NRA means the written and binding arrangement between an NRA shipper or consignee and an 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 NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a written acceptance of the NRA; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold ont and all uppercase letters: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier of its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World) 028275

AMENDMENT NO. O

Application of NRAs and Charges Rule 2A:

Effective: 05MAR2020 Thru: NONE Expires NONE Publish: 05MAR2020

- 1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, 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 complodity, 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, at "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 shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA. Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee'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. 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. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.
- 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 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. 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."
- 10. 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.

11. 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. 12. 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. CV 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.

13. 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 decimate 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.

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O Rule 2-010:

Packing Requirements

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

- 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 Kos, 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.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World) 028275

AMENDMENT NO. O Rule 2-020:

Diversion By Carrier

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-030: Reserved for Future Use

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Reserved for future use

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Container Capacity

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as indicated in each individual NRA.

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.

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-050:

Shipper Furnished Containers

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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 will be required by the carrier to submit documentary evidence of ownership or leaseholdership of the container offered for shipment.
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Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-060:

Measurement And Weight

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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

- 1. All packages will be measured in Centimetres and weight in Kilogrammes.
- 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

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 Sworn Measurer to confirm the exact location at which the shipment was stuffed into the container.

Misdescription, Underweights and Undermeasurement

A. The carrier at loading port will assess treight 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 god for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.

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

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World) 028275

AMENDMENT NO. O Rule 2-070:

Overweight Containers

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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 the account of the cargo.

The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the ocean carrier transporting the shipment, its agents and the motor/rail carrier(s), harmless from any and all damages or liability from claims 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

028275

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-080:

Shipper's Load And Count

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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 noted, shipments destined to more than one port of discharge may not be loaded by the shipper into the same

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

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

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

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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:

Any 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

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-100: Security Fees

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Security Fees may be applicable on shipments and identified in each individual NRA.

Tariff Rule Information

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-110: Restricted Articles

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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.

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028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA

NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-120:

Freight All Kinds (FAK)

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Unless otherwise provided herein, any cargo described as "Freight All Kind" shall consist of a minimum of two different commodities. Further restrictions to the items shall be contained in the NRA.

Tariff Rule Information

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

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

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-140: AES USA EXPORT SHIPMENTS

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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. Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to insure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST insert he applicable commodity Schedule B number in the Line Copy of the B/L.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-150: **DOCUMENTATION FEE**

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Document fees are considered origin and destination local charges and shall be for the account of the cargo.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-160: AMS PROCESSING FEE

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Except as otherwise noted in each individual NRA, all Shipments are subject to the U.S. Manifest Processing Fee as specified in each individual NRA. If a correction and/or amendment are made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess a Correction Fee in addition to all other applicable charges.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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 Solvice 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 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 NVOCCs 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 redelivery 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 ir 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 of liability, direct, indirect, special or consequential, incurred by the Carrier are 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 action.

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.

Tariff Rule Information

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-180: U.S. CUSTOMS RELATED CHARGES

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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.

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-190:

LIEN NOTICE

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant, in its possession, custody or control or en-route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice (counting from sending of the notice) by registered mail to the Merchant, the Goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sales.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Cargo Roll-Over Fee Rule 2-200:

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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, demorrage, etc.) will be billed to the Shipper's/Owner's Account.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/AMARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-210: Free Time Detention / Demurrage / Storage Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

The term "Demurrage" indicates a daily charge assessed to the shipper/consignee for the use of space, the occupation of land at marine terminals and/or services provided at the carrier's load/discharge port, rail ramp or inland container yard (CY) facility when the cargo remains in or on carrier's containers, tanks or trailers and/or such racilities beyond the permitted free-time as stipulated per tariff or contract of the vessel operator or the marine terminal after the expiration of free time. The term "Detention" indicates a charge for the use of equipment. The term "Free time" indicates the grace period for which neither of these charges will be incurred. Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed or agreements, assessed by vessel operators on whose vessel cargotis/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading is for the account of such shipper, consignee or holder of a relevant bill of lading ("holder"). The shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to Carrier for the payment of all detention, demurrage or storage charges before, during and after the carriage of the

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MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275

NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O Rule 3:

Rate Applicability Rule

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World) 028275

AMENDMENT NO. O

Heavy Lift

Rule 4: Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Any Heavy Lift charges assessed shall be identified in each individual NRA, and shall apply to the account of the cargo.

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 5: Extra Length

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Any Extra Length charges assessed shall be identified in each individual NRA, and shall apply to the account of the cargo.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 6: **Minimum Bill of Lading Charges**

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Any applicable bill of lading charge shall be for the account of the cargo and shall be included in the individual NRA, if any.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World) 028275

AMENDMENT NO. O

Rule 7: Payment of Freight Charges

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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 tegal 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 CONVERTIBILITY:

1. Conversion Provisions:

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

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 8: **Bill of Lading Terms and Conditions**

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 2EDEC2019

Carrier bill of lading and terms and conditions attached herein

Se dan 5 días libres para la devolución de los contenedores REEFER a partir del día de la descarga, después de este periodo se pagará la utilización del contenedor como sigue: del día 6 al 10 inclusives 48, 00€ x teu x día; a partir del día 11: 96,00€ x teu x día. Demoras y detenciónes conjuntas.

SHIPPER

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| IDEFINITIONS |

«Carriers shall include the party on whose behalf this Bill of Lading has been issued, the Vessel, her owner(s), |

—carriers shall include the party on whose behalf this Bill of Lading has been issued, the Vessel, her owner(s) |

—carriers shall include the party on whose behalf this Bill of Lading has been issued, the Vessel, her owner(s) |

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—carriers shall include the party on whose behalf this Bill of Lading has been issued, the Vessel, her owner(s) |

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ne consignor, exporter, shipper, Holder, consignee, owner, receiver of the Goods, any led to the possession of the Goods or this Bill of Lading and anyone acting on behalf

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of Lading.

*Merchants includes the consignor, exporter, shipper, Holder, consignee, owner, receiver of the Goods, any person owning or entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf of any such person.

*Holders means any person for the time being in possession of this Bill of Lading to whom the property in the goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading to whom the property in the goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

**Vessels included any substituted vessel and any vessel to which transshipment may be made or employed in the Goods means the cargo received from the Shipper and includes any container not supplied by or on behalf of the Carrier.

**Container-includes any container (including an open top container) flat rack, platform, trailer, transportable tank, pallet, endals, whife or any other device used for the transportation of Goods.

**Port to Port Shipments arises where the carriage called for by this Bill of Lading is not Combined Transport Shipments arises where the Carriage of receipt and/or the place of delivery are indicated on the face hereof in the relevant space(s).

**Port to Port Shipments arises where the Carriage called for by this Bill of Lading is not Combined Transport.

**Combined Transport Shipments arises when the place of receipt and/or the place of delivery are indicated on the face hereof in the relevant space(s).

**Port to Port Shipments arises where the Carriage responsibility and unpacked under the consigneed of the Carriage on the Shipper's responsibility and unpacked under the consigneed sepansibility even when this operation is physically effected on his behalf by the Carrier or his agents, and unpacked under the Carrier or Pesponsibility.

Port Lagrange and Detention DEFINITIONS

ILCLIFCL applies to a container packed under the Carrier's responsibility, and unpacked under the consignee's responsibility, even when this operation is physically effected on his behalf by the Carrier or his agents.

Demurrage and Detention DEFINITIONS

Demurrage's the charge related to the use of the equipment only, the Merchant pays for carrier's equipment lept beyond the free time offered by the Carrier for taking delivery of goods in the port, terminal or depot, Devention's the charge related to the free time of the charge the Merchant pays for destaining Carrier's equipment outside the port, terminal or depot, Devention's the charge the Merchant pays for destaining Carrier's equipment outside the port, terminal or depot, Devention's free time.

*Merged Demurage & Detention' (merged D&D): is the charge related to the use of equipment only, the Merchant pays for carrier's equipment kept beyond the free time offered by the Carrier, when Demurrage and Detention is merged into one single period.

*Tree time": the period of time offered by the Carrier to the Merchant free of charge, covering both demurrage and detention charges, will be due to the Carrier.

*Tree time": the period of time offered by the Carrier to the Merchant free of charge, covering both demurrage and detention charges, will be due to the Carrier.

*Tree time": the period of time offered by the Carrier to the Merchant free of charge, covering both demurrage and detention charges, will be due to the Carrier.

*Responsible to the State of the Condense of the State of the State of the Condense of the Cond

The first chargeable day is the first day following the last day of free time.

ICALISE PRAMOUNT

The contract evidenced by this Bill If Lading is, in respect of so much of the carriage hereby covered and extends from the time when the goods are loaded on to the vessel at the port of loading until they are discharged therefrom (being the period of carriage covered by the rules hereinafter mentioned) to have effect: (a) Where the port of loading, or falling the port of loading, the port of discharge, is in a territory where legislation giving compulsory effect to the Hague Rules contained in the International Convention concerning Bills of Lading of 25th August 1942 as amended in Brussels 1966 (the Hague and Vish, Rules) is a force subject to such legislation, and (b) In any other case, as if the said Hague Rules conferred by the said legislation and rules as it when the same were herin specifically set out. Nothing herein contained shall be deemed to be a surrender by the Carrier of any of his privileges, rights or immunities or an increase of any of his responsibilities or liabilities under the said legislation or rules, have effect as if that any provision of this Bill of Lading set preparant or inconsistent whit the said legislation or rules, have effect as if that provision and never been inserted herein, and that prevision and have been inserted herein, and that prevision shall be void but only to the extent of such repugnancy or inconsistency and no further.

HI SUB-CONTRACTING

The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) Every such regarding agent and sub-contractor of the Carrier including, but not limited to, the owner, terex. operator, master, officer and crew of the vessel, and employees, agents, representatives, and all steve terminal operators, wachterne, carpeners, lashers, ship cleaners, surveyors and other independent contrate of any nature whatsoever, shall have the benefit of all provisions berein for the benefit of the Carrier such provisions where expressly for their benefit. In entering into this contract, the Carrier, to the cute those provisions, does so not only in its own behalf but also as agent and trustee for such servants, a and sub-contractors.

(3) The expression sub-contractor in this clause shall include direct and indirect sub-co-respective servants and agents.

IV CARRIER'S RESPONSIBILITY - PORT TO PORT SHIPMENT

(1) Where the carriage called for by this Bill of Lading is a Port to Forn Shipment then, whatever the custom the port and the freight tariff applicable, the Carrier is deemed to take possession of the Goods on loading the vessel and to deliver same on discharge from the vessel and the Carrier shall not be liable for loss or drams to the Goods during the period before isolating on or after discharge from the vessel, hossovers such loss damage arries and even if an original of the Bill of Lading is not presented or accomplished by the Mercha or his agent on discharge from the vessel.

(2) Loading shall be deemed to have commenced when the Goods are connected with the tackle ale the vessel, and discharge shall be deemed to have been completed when the Goods are disconnecte the tackle.

(3) For the operation of handling, stowage, loading or unloading carried out before loading or after dischar from the vessel, the stevedore or/and the Ship Agent are deemed to act on behalf of the Merchant even if th were chosen by the Carrier, in particular, when these operations are performed by a public or semipublic monopolistic organism.

VCARRIENT SESPONSIBILITY - COMBINED TRANSPORT

(1) Where the carriage called for by this Bill of Lading is a Combined Transport Shipment, then the Carrier
undertake responsibility from the place of recept if named herein or from the port of loading to the port of loading or the place of delivery if named herein.

(2) The Carrier shall be liable for loss of amage occurring during carriage, provided that when receipt custody operations before loading, or custody and delivery operations after discharge are carried out public or semipulsion or emospolistic organism, then the Carrier's regronshipt will be governed like 4. Port to Port Shipment, and in such case the Carrier Will act as forwarding agent only as confurring and/or carriage.

(S) Exclusions: The Carrier shall not be liable for any loss or damage if such loss or damage is used by (a) An act or omission of the Merchant,
(b) Insufficiency of or defective condition of packing or marking by or on behalf of the Merchant,
(c) Handling, loading stowage or unloading of the Goods by or on behalf of the Merchant,
(d) Inherent vice of the Goods,
(e) Strike, lock-out, stoppage or restraint of labor,
(f) A nuclear incident,
(g) any cause or event which the Carrier could not avoid and the consequences of which he could not pro
by the exercise of reasonable diligence.

(4) The burden of the proof that the loss or damage was due to one or more of the above causes or event shall rest upon the Carrier. When the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in (b) to (d) above, it shall be presumed that is was occaused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

Caused units whose or part of the terms on the reverse hereof, the non-maritime part of the carriage shall be governed either by the proxisions contained in any International Convention or National Law compulsorily applicable, by the French applicable to the means of transport utilized. When such texts are not compulsorily applicable, by the French applicable to the means of transport utilized. However, if it can be proved that the loss or damage occurred while the Goods were in custody of an it carrier, the liability of the Carrier and the amount of compensation shall be determined in accordance we instand carriers contract of corriage or small, if such contract or turfli supplications or turfli supplications or turfli supplications or the first supplication or turfli supplications or turfli supplications.

VI SUNDRY LIABILITY PROVISIONS (applicable to both Port to Port Shipment and Combined Transport).

(applicable to both Port to Port Shipment and Combined Transport).

(1) Delay

The Carrier does not undertake that the Goods shall arrive at the Port of Discharge of Place or Delivery at any
particular time or to meet any particular market or use and Save as provided in clause V above the Carrier shall not in no circumstances be liable for direct, inducer or consequential loss or dimage caused by any delay. Whereon, the Carrier is take for delay, tablished that the limited to the element of the freight applicable to the relevant stage of Transport and that part of the Goods which have been delayed.

(2) Supply of containers

The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or out of the supply of a Container to the Merchant, whether supplied before or after the Goods are reby the Carrier for carriage or delivered to the Merchant the Merchant at destination shall have to return the Container duly cleaned in good state and condition, as deemed delivered to the shipper before the coment of the Carriage, within the time allowed by the Carrier, failing which the persons failing with definition of Merchant in clause 1 shall be jointly and severally lable vis-a-vis the Carrier to pay any cleaning and/or report as well as demurarge any such persons shall be likewise lable to pay the equal value of any Container not returned within thirty days of its remittance to the shipper/consignee and delite as a result thereof.

(3) Value
For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound
value of the Good is agreed to be the invoice value plus freight and insurance if paid.

(4) Ad Valorem Higher compensation than that provided by Clause VI (6) whichever may be applicable, may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the shipper, which exceeds the limits aid down in this clause, has been stated in this Bill of Lading and extra rieght actually paid if regionered. In that case the amount of the declared value shall be substituted for those limits. Any partial loss or damage shall be adjusted for rat on the basis such declared value.

(5) Notice of loss or damage. The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unnotice of loss of or damage to the Goods indicating the special nature of such loss or damage shall have be given in writing to the Carrier or to his representative at the Port of Discharge (or Place of Delevery Alexa) is named on the face hereoff) before or at the time of removal of the Cooks into the custody of the per

ereof under this Bill of Lading, or, if the loss or damage is not app

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yss thereafter.

10 Delivery has been named on the face hereof, any such notice shall have also to be sent to the last rier before or at the time of removal, or within three working days thereafter if the loss or damage trent, and in any case a confirmation of such notice shall have to be made to such inland Carrier del letter within three working days of the time of delivery, failing which no responsibility shall working days to If a Place of De

registered elter witnin tiree worsang says on the since of the damage to the Goods shall be opposable to the Carrier on above provisions of this sub-clause VI [5], no loss of or damage to the Goods shall be opposable the Carrier unless the latter or his representative have been called for a joint examination before the opening the container in case of apparent damages as soon as such loss or damage the container in case of apparent damages as soon as such loss or damage to be been revealed upon opening of the Constainer, the unstailing operations being then immediately stopped, the container is the standard of the proposable of the proposable to the Carrier and allowed seven the Carrier on his representative have been so called for a joint examination or survey are for the proposable to the Carrier unless the surveyor was

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appointed by the locat competers some (6) Limitation of liability

The Carrier's shall be entitled to the same rights of limitation as are or would be available under the International Convention. The National Law or under the provisions of the inland carrier's contract of carriage or tarift, applicable to the mantime or not near maritime part of the carriage by written of the clause Law and plantidiction on the face hereof or by virtue of the clause V above.

When the provisions of the International Convention, National Jaw if compulsorily applicable, or of the inland carriers contract of carriage or sainf applicable do not determine an amount of compensation, the Carrier's limited to the convention of the Messel is the certain of the Seas of the Carrier's limited to the Carrier's limited to the Carrier's limited to the Carrier's limited to the Carrier's limitation of Liability for Natritune Calms signed at Indoon on 19th November 1976 or under any equivalent applicable convention or national legislation, then the liability of the Carrier shall be limited to the proportion of said limitation fund allocated to the Goods covered by this Bill of Lading.

Scope of Application
we so otherwise provided herein the Carrier shall in no circumstances whatsoever and howsoever arising be
life for direct or influence or consequential loss or damage. The defences and limits of liability provided for in
is Bill of Lading shall apply in any action against the Carrier for loss or damage or delay whether the action
founded in Contract or in Tort.

(8) Inspection of Goods The Carrier, or any person to whom the Carrier has sub-contracted the carriage or any person authorized by the Carrier, shall be entitled, but under no obligation, to open any package or Container at any time and to inspect the contents.

by the Carrier, shall be emitted, but under no obligation, to open any package of Container at any time and to inspect the contents that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to such package or Container on its contents of any part thereof, the Carrier may without notice to the Merchant abandom or to continue the carriage or to store the same share or allott under cover or in the open, at any place, which abandomment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant abandom the storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clauses shall not be bunder any obligation to take any particular measures and the Carrier shall not be leashed for any loss, damage or delay howsoever arising from any action or lack of action under this clause. If by order of any authority at any place, the Goods have to be unpacked from the Containers to be inspected, the Carrier will not be liable for any loss or damage incurred during such unpacking, impection or repacking, in appearance of the Goods have to the value, then the Carrier dhall be entitled, with the agreement of the Merchant, to destroy such Goods, and all expenses and costs incurred therefrom shall be paid by the Merchant.

(9) Time bar Where the carriage called for by this Bill of Lading is a Combined Transport Shipment and when the provisions of the International Convention or of the National Law, applicable to the non-maritime part of the carriage by virtue of the clause Law and Jurisdiction on the face hereof, do not determine a time bar, the Carrier shall be discharged of all liability unless usi in toroughl and notice thereof given to the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered.

UTISHIPPER-RACKED CONTAINERS

(1) If a container has been stiffed by or on behalf of the shipper, this Bill of Lading shall be a receipt only for the Container(s) and the Carrier algain to be liable for loss of damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier if such injury, loss, damage, liability or expense incurred by the Carrier if such injury, loss, damage, liability or expense incurred by the Carrier if such injury, loss, damage, liability or expense and the Container is a such as a constant of the Container has been packed, stuffed or loaded, or by the unmarkability of decirence contained on the Container is a container to supplicate the container is a container to the container to the container to the container to supplicate the container to the container t

The shipper shall inspect Container(s) before stuffing them and the use of the Container(s) shall be again (sale evidence of their being sound and suitable for use.

(2) The Carrier has no responsibility whatsoever for the unsuitability, defective condum or is blaff junctioning of Container(s) not owned nor leased by the Carrier.

(2) The Carrier has no responsibility whatsoever for the unsuitability, defective condumn or in the functioning of Container(s) not owned nor leased by the Carrier.

(3) The Container(s) not owned nor leased by the Carrier.

(3) The Container and the Goods dhall be deemed to constitute one disclapationly on the purpose of determining the limit of the Carrier's liability.

(4) If a shipper-packed Container is delivered by the Carrier will its original seal 'as affixed by the shipper intact such delivery shall constitute full and compiler perform size of the carrier's shall not be liable for any shortage of Goods loccy time of the carrier's business that the carrier is all not be liable for any shortage of Goods loccy time at the carrier in apparent good order and condition, except as otherwise notice of this good is made at the carrier in apparent good order and condition, except as otherwise notice of this good is made of the carrier in the property of the carrier in the condition, except as otherwise notice of this good is made of the carrier and the condition, except as otherwise notice of this good is made of the carrier and the

(3) The Obserint shall comply with all regulations or requirements of custom, port or any other official by a part of the p

X FREIGHT AND CHARGES

X FREIGHT AND CHARGES

(1) Freight whether prepayable or to be collected shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

(2) The Carrier shall have the right to demand payment of freight and charges whether payable at the time of receipt of the Goods or before delivery of the Goods either in the tariff currency or, at its option, in any other transferable currency at the rate of exchange provided for in the applicable tariff.

(3) The freight has been calculated on the basis of particulars furnished by or on behalf of the shipper. The Carrier may at any time open any Container or other package or unit in order to reweigh, remeasure revalue the contents, and if it pearticulars furnished by on on behalf of the shipper are incorrect, it is agre that a sum equal to double the correct freight less the freight charged shall be payable as liquidated damage the Carrier, and in addition the Merchant shall reimburs the Carrier for all further payments, disadvanta for the correct forms.

(4) The Merchant shall be liable to Carrier for the payment of all freight, demurrage, General Average and othe charges due hereunder, without discount, together with any Court Costs, expenses and reasonable attorn frees incurred in collecting any sums doe Carrier. Payment of ocean freight and charges to a freight forwarde broker or anyone Other than the Carrier or its authorized agent, shall not be deemed payment to the Carrie and shall be made at the payer's sole risk. Merchant to remain liable for all charges hereunder notwithstandin any extension of credit to the freight forwarder or broker by Carrier.

(5) The persons falling within the definition of Merchant in Clause I shall be jointly and severally liable for the payment of any amount due under this Clause X.

EN Armier shall have a lien on the Goods and any documents relating thereto for all sur er under this contract or any other contract and for general average contributions to who costs of recovering the same, and for that purpose shall have the right to sell the Goods I vate treaty without notice to the Merchant.

XII OPTIONAL STOWAGE, DECK CARGO AND LIVE ANIMALS

(1) The Carrier has the right to accept cargo of all kinds dangerous or otherwise for carriage on or under deck, including explosives, munitions, warlike materials or nuclear material. If in connection with any port regulation dangerous or objectionable cargo is submitted to any extra handling en route or final destination, all expenses thereof to be for account of such Goods.

(2) The Carrier is at liberty to stow the Goods in poop, deckhouses, shelter deck, spare-bunkers, tonnageopening, or any covered-in space and Goods so stowed shall be deemed for all purposes to be stowed under
deck, also to carry the Goods below deck and/or on deck in connecting ships and/or lighters and/or any craft

(3) The Goods may be packed by the Carrier in Containers and consolidated with other goods in Containers

(4) Goods whether stowed in containers or not, may be carried on deck or under deck without notice to the Merchant unless on the reverse side hereof it is specifically stipulated that the Container(s) or Goods will be carried under deck. d under deck. ied on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement

it carries on deck, the carrier shall not be required to note, mark or stainp on the bild to Lauing any statement of such on deck carriage. Such goods whether carried on deck or under deck and whether or not stated to be carried on deck shall participate in general saverage and shall be deemed to be within the definition of goods for the purpose of "The International Convention for the unification of certain rules relating to Bill of Lading dated Brussels, the 25th August 1924 amended or notes or for the purposes of "the US Carriage of Goods by Sea Act 1936 (COGSA)", whichever is applicable.

(5) Goods on dock, stated herein to be so carried and live animals are received, handled, loaded, stowed, carried, kept and discharged at Merchant's risk and the Carrier shall not be liable for loss thereof, damage or delay whichever and howsoever occurring even though resulting from unseaworthiness of the vessel or from the negligence of the Carrier, its servanus or agents or in case of deviation of the vessel.

XIII METHODS AND ROUTE OF TRANSPORTATION

0 b) transfer the Goods from one conveyance to another including but not limited to transhipping or carrying the same on another vessel than that named on the face hereof or by any other means of transport

ying the same on another vessor than that named on the face neered or by any other means or transport whatstoerez.

whatstoerez move Goods which have been stowed into a Container and forward the same in a Container or otherwise.

d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to or stay at any place or port whatstoever once or more often and in any order of cooking and a store the Goods at any such port is named overleaf as the port the loading or port of discharged and store the Goods at any such pace or port, or the container of the insurance on the conveyance employed by the Carrier the right to give orders or directions, grently the vessel to proceed with or without publics.

(2) The liberties set out in sub-clause (1) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the carriage of Goods including bunkering, undergoing repairs, towing or being towed, adjusting instruments, dry docking and assisting vessels in all situations. Anything done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

XIV MATTERS AFFECTING PERFORMANCE

XIV MATTERS AFFECTING PERFORMANCE

(1) If at anytime the performance of the contract evidenced by this Bill of Lading is or is likely to be affect
by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by
any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by
to the Merchant, treat the performance of this contract as terminated and abundon the carriage of the Go
and place the Goods or any part of them at the Merchant, disposal at any place or port which the Carrier and
deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease

(2) The Carrier shall nevertheless be entitled to full freight and charges on Goods received for tra and the Merchant shall pay any additional costs of carriage to and delivery and storage at such ple

(3) The Carrier and praise and IT easonable endeavors to forward Goods, the carriage of which has been suspended, as soon as possible after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed but makes no representations as to the maximum period between such removal and the forwarding of the Goods to the port of discharge or place of delivery named in this fill of Lading.

(4) In such case, transportation to final destination shall be considered as a new contract of ca Carrier shall be entitled to full freight and charges on Goods.

XV PERISHABLE CARGO

XV PERIMABEL CARGO

(I) By tendering dood of a perinhable nature for carriage without any written request noted on the reverse side

of this Bill of Lading for carriage in a specialized Container or within a specific temperature range, or subject

to any special area or for carriage otherwise than in a Container the merchant accept that the carriage may

properly be undertaken in a general purpose Container without any special attention.

(2) In case of refrigerated Container(s) packed by or on behalf of the Merchant, the M that the Goods have been properly stowed in the Container(s) and that the thermostatic adequately set by him before receipt of the Goods by the Carrier.

(3) The Merchanti attention is drawn to the fact that the refigerated Container(s) are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature, and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation.

(4) If the above requirements are not complied with, the Carrier shall not be liable for any loss or damage to the Goods howsoever arising.

the Goods however arising.

XVI DANCEBOUS GOODS

(1) The Merchant undertake first to tender for transportation any Goods which are of a dangerous, inflammable, radio active or date fines attent, or which are or may become liable to damage any property whatsoever, without perciously more aritten notice of their nature to the Carrier who must give his express consent in writing for the cart of the control of their nature to the Carrier who must give his express consent in writing for the cart of the control of their nature to the Carrier who must give his express consent in writing for the cart of the control of the

(3) The Merchant undertakes that such Goods are packed in a manned adequate to withstan-risk of carriage having regard to their nature and in compliance with all laws or regulations applicable during carriage.

(4) Whether or not the Merchant was aware of the nature of the Goods, he shall indemnify the Carrier against all claims, losses, damages or expenses arising out in consequence of the carriage of such Goods.

XVII REGULATION'S RELATING TO GOODS

The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

XVIII NOTIFICATION AND DELIVERY

Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of

(2) Remittance to public organism in any case the remittance of the Goods to any public, semipublic or monopolistic organism entitled to remembrane or the shall be considered as delivery and the responsibility of the Carrier shall wholly cease at the time of remittance. Similarly the forced delivery to customs or any other authority whether effective or purely feshall constitute delivery of the Goods.

(3) Delivery a port of discharge In case of Port to Port Slipment, the Merchant shall take delivery of the Goods upon discharge and all expenses incurred by reason of the Merchant's failure or inability to take delivery of the Goods as aforesaid will be for the Merchant's account.

The Carrier shall be at liberty to discharge the Goods or any part thereof at the port of discharge, without notice, and -whatever the law or the custom of the port- the responsibility of the Carrier in respect of the Goods or that part thereof discharged as aforesaid shall wholly cease on discharge from the vessel according to the provisions of Clause IV above.

to the provisions of Clause IV above.

(c) Delivery at Jacs of delivery II case of Gombined Transport Shipment, the Merchant shall take delivery of the Goods or Containers with the Goods or Containers with the time provided for in the Carrier's Tariff incorporated herein (clause II) or, in any case, within 6 days following the sending by the Carrier or his agent of a registered letter giving notice to the Merchant that the Goods or Containers are available and requesting the Merchant to take delivery of the Goods or containers are variable and in requesting the Merchant to take delivery of the Goods or Containers to the Consigner or any person acting on his behalf or incase of failure of the Merchant to take delivery of the Goods within 6 days of the formal request given by the Carrier to do so. Where the carriage called for by this fall of Lading is Combined Transport Shipment, the Carrier may request the remittance of the Bill of Lading from the Merchant at the port of discharge prior to the inland carriage. Should the Merchant have failed to remut the Bill of Lading, then the responsibility of the Carrier shall wholly cease and delivery shall be deemed to have taken place at the port of discharge.

[Statistical Research Section 1] The Shipment and Combined Transport Shipment and Combine

(5) Failure to take delivery (Port to Port Shipment and Combined Transport)

a) Whenever delivery of the Goods or Containers is not taken by the Merchant in due time, the cost of the storage and or containers demurrages shall forthwith upon demand be paid by the Merchant to the Carrier;

storage artiser comtaness estematings status tortisents upon usernatus to paut on the carrier.

If the delivery of the Cooder or any part thereof to not taken by the Merchant in accordance with this Bill of Lading, the Carrier may without notice unspeked the Gooder or that part thereof of packed in Containers and/or control of the Carrier of the Cooder or the Carrier of the Carrier of

c) Refusal by the Merchant to accept delivery of the Goods in accordance with the terms of the Bill of Lading shall constitute an absolute waiver by the Merchant to the Carrier of any claim whatsoever relating to the

shall constitute an anomous management of Codes or carriage thereof.

X IX BOTH-TO-BLAME COLLISION CLAUSE

If the carrying ship comes into collision with another ship as a result off the negligence of the other ship and any act, neglect of default in the navigation or the management of the carrying ship, the Merchant undertakes to pay to the Carrier, or, where the Carrier is not the owner and in possession of the carrying ship, to pay to the Carrier as nutsees for the owner and/or demise charterer of the carrying ship against all loss liability to the other or non-carrying ship or the rowners insofar as such loss or liability represents loss of or damage to, or any claim valuations of the carrying ship or the owners insofar as such loss or liability represents loss of soft amage to, any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners as part of their claim against the carrying ship or the owners, or of their claim against the carrying ship or the owners, operation, or those in charge of any ship of ships or objects, other than, or in addition to, the colliding ships or objects are at fault in respect to a collision, contact, stranding or other accident.

XX GENERAL AVERAGE

(1) In the event of accident, danger, damage, or disaster before or after the commencement of the voys resulting from any cause whatsoever, due to negligence or not, for which, or for the consequence of who Carrier is not responsible, by status, contract or otherwise, the Merchant shall contribute with the Carrier is not responsible, by status, contract or otherwise, the Merchant shall contribute with the Carrier is not responsible, by status, contract or otherwise, the Merchant shall contribute with the Carriers on the responsible of the Condition of the payment of any sacrifices, losses or expenses of a general average nature that may made or incurred and shall pay salvage and special charges incurred in respect of the Goods.

(2) General average to be adjusted at any port or place at the Carrier's option, and to be settled according to the York/Antwerp Rules 1994, this covering all Goods, whether carrier on or under-deck.

(3) Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contrition of the Goods and any salvage and special charges thereof, shall, if required, be submitted to the Carrier to delivery of the Goods.

(4) If a salving Vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvi Vessel or vessels belonged to strangers.

XXI VARIATION OF THE CONTRACT

nt or agent of the Carrier shall have power to waive or vary any off the terms her on is in writing and specifically authorized or ratified in writing by the Carrier. XXII VALIDITY OF THE CLAUSES

event that anything herein contained is inconsistent with any applicable international convention or nal law which, cannot be departed from by private contract, the provisions hereof shall to the extent of inconsistency but no further be null and void. 07-2016

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 9: Freight Forwarder Compensation

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Carrier may from time-to-time pay forwarding compensation as negotiated in the individual NRA on the applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, as specified in each individual NRA.

Tariff Rule Information

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 10: Surcharges, Assessorial and Arbitraries

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's.

Tariff Rule Information

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 10-A: Surcharges, Assessorial and Arbitraries

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Ocean carriers whose vessels will be traveling through designated Emission Control Areas (ECA), which may also be designated as China's Emission Control Areas, or by other designations, will be required to use fuel with sulfur content of 0.1% or less, a substantial decrease from the 1.0% concentration fuel currently used in maritime shipping. These areas include the Baltic Sea, English Channel, North Sea, and 200 nautical miles off of U.S. and Canadian coasts, and all cargoes originating from Europe destined to all ports in China, including Hong Kong, and Taiwan (including inland destinations). The surcharge may be termed differently by ocean carriers but the main ingredient in common is that the surcharges are related to the increased price of bunker fuels surcharges. Carrier will be passing these charges to shippers pursuant to this Rule, and if a Negotiated Rate Arrangement has been utilized, these surcharges shall be passed on to shippers pursuant to 46 C.F.R. §532.5 (d) (2)(ii).

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Tariff Rule Information

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 Between (US and World)

AMENDMENT NO. O

Rule 11: Minimum Quantity Rates

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020 Carrier may charge minimum quantity rates as specified in each individual NRA.

Tariff Rule Information

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 12:

Ad Valorem Rates

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

A. The liability of the Carrier as to the value of shipments shall be determined in accordance with the clause(s) of the Carrier's Bill of Lading form attached in rule 8.

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.

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.

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028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 13: Transshipment

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Not Applicable.

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

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

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Definition: Pursuant to 46 CFR §520.2, "Co-Loading" means the combining of cargo by two or more NVOCCs for tendering to an ocean common carrier under the name of one or more of the NVOCCs.

(1) The Carrier from time to time tenders cargo for co-loading.

- (2) The Carrier may enter into carrier-to-shipper relationships for the co-loading of cargo with the following NVOCCs from time to
- (3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
- (4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all coloading NVOCCs tendering cargo to Carrier as a shipper.
- (5) In case of co-loading, under a shipper-to-carrier relationship, Carrier shall notify shipper of such co-loading action and shall annotate each Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Such annotation shall be shown on the face of the applicable Bill of Lading issued by Carrier.

(6) If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.
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MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O **Rule 15:**

Open Rates in Foreign Commerce

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Not Applicable.
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MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 16:

Effective: 05MAR2020 Thru: NONE Expires NONE Publish: 05MAR2020

Except as otherwise provided below, hazardous explosive, flammable or dangerous cargo, as defined in the publications named below, will be accepted by the Carrier for transportation under the rules, charges and rates named in NRAs governed by this Tariff:

- 1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier;
- 2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities;
- 3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
- 4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier cannot provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is not in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.
- 5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
- 6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:

Classes A and B Explosives

Radioactive Substances (IMCO Class No. 7)

- 7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation MUST be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
 - A. U.S. Coast Guard Regulations (46 CFR §§146-179);
 - B. U.S. Department of Transportation Regulations (49 CFR §§170-179);
 - C. the International Maritime Dangerous Goods Code (IMCO published by the Inter-Governmental
 - Maritime Consultative Organization);
 - D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities;
 - E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt;
 - F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of noncompatible hazardous materials and no hazardous waste as defined in the regulations named above.

- 8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:
 - A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials;
 - B. The hazardous class, IMCO Code Number and UN Number (if any);
 - C. The flash point or flash point range (when applicable);
 - D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required);
 - E. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.);
 - F. The number of pieces of each type of package;
 - G. The gross weight of each type of package or the individual gross weight of each package;
 - H. The Harmonized Code, SITC or BTN number of the commodity;
 - I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.
- 9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to insure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to insure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
- 10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
- 11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.
- 12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 16-A: Ocean Carriers Hazardous Cargo Penalties

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Ocean carriers are imposing substantial penalties with regard to the following acts with respect to the transportation of hazardous cargo commencing after full container gate-in at origin until delivered to the consignee at destination:

- i) Mis-declaring hazardous cargo for any reason;
- ii) Not declaring hazardous cargo;
- iii) Booking and declaring a commodity is "Non-Hazardous cargo" while commodity

identified is 'Hazardous cargo';

- iv) Booking and declaring commodity is Hazardous cargo with incorrect IMO Class or UN No.;
- v) Informing ocean carrier to amend cargo property, from dry cargo to hazardous cargo;
- vi) Informing ocean carrier to modify or add IMO/UN No.;
- vii) Identification from the Maritime Safety Administration of China, or any other governmental department authority to confirm the mis-declaration;
- viii) Amendment of commodity character or IMO/UN No. on booking information,
- shipping instructions and bills of lading; and
- ix) Untimely, incorrect and incomplete commodity and cargo property declarations made to Carrier or any other acts, statements, omissions by shipper upon which Carrier relied which results in any penalty to Carrier by ocean carriers for the matters identified directly or impliedly in this Rule are shipper's liability;

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028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 17: SOLAS Regulations

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

1. We understand that the SOLAS requirements (Chapter VI Regulation 2, at: http://www.imo.org/en/OurWork/Safety/Cargoes/Containers/Documents/MSC.1%20Circ.1475.pdf) require the packed containers' true and accurate Verified Gross Mass (VGM) to be submitted prior to stowage aboard a vessel. Non-compliance herewith will bar the vessel operator from loading a packed container onto the intended vessel. Shipper undertakes that the information provided to the Carrier is true and accurate for compliance with SOLAS requirements.

2. Carrier declare that the VGM of packed container(s) declared was obtained in accordance with either method 1 of method-2 by which the shipper can obtain the verified mass of a packed container as stipulated in the SOLAS Chapter VI Regulation 2 and the applicable law of the State of the loading port.

Method 1: After packing and sealing a container, the shipper may weigh or arrange a third party to weigh the packed container or Method 2: The shipper or a third party (as arranged by the shipper) may weigh all packages and cargo items, including the mass of pallets, dunnage, and other packing materials securing the cargo to be packed in the container, and add the tare mass of the container to the sum of the single masses of the container's contents.

- 3. Carrier will rely on the accuracy of the shipper's VGM details and will tender such details to the vessel operator or any other entity which requires or relies upon this information. In case the VGM details are not made available timely or are not accurate, Carrier will not be allowed to load the container(s) on board of the planned vessel. A subsequent delay of the shipment might occur and noncompliance may result in additional costs for but not limited to stevedoring, transportation, storage, weighing as well as penalties and/or administrative charges.
- 4. Shipper undertake to comply with SOLAS Chapter VI Regulation 2 and agree to indemnify and will hold MARGUISA harmless from and against all liabilities, damages, claims suits, actions, losses, fines, penalties, associated costs and additional costs arising from inaccurate, incomplete or delayed VGM details and from non-compliance with SOLAS requirements.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 18: Returned Cargo in Foreign Commerce

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government or for any other reason whatsoever.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 19: Shippers Requests in Foreign Commerce

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Shipper or Consignee requests 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

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World) 028275

AMENDMENT NO. O

Rule 20: Overcharge Claims

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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 yessel'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 or consignee of overcharge in weight certified invoice or weight 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. Any 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

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275

NRA RULES TARIFF NO. 001 - Between (US and World) AMENDMENT NO. O

Rule 21:

Use of Carrier Equipment

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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 and charges will be for the account of the cargo. RETURN TO TABLE OF CONTENT

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O **Rule 22:**

Automobile Rates in Domestic Offshore Commerce

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Not Applicable.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 23: Carrier Terminal Rules and Charges

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Carrier does not operate terminals at origin or destination. Except as otherwise provided in the individual NRA all shipments that are subject to origin, destination, terminal, local or foreign charges shall be for the account of the cargo.

Tariff Rule Information

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AMENDMENT NO. O

Rule 23-01: **Destination Terminal Handling Charges (DTHC)**

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 520, 532 to ensure the financial responsibility of Carrier for the payment of any indement 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. SU62331

3. Issued By: Aspen American Insurance Company, 175 Capital Blvd, Suite 300, Rocky Hill, CT 06067

Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is:

Landstar Global Logistics, Inc.

Mr. George M. Donaldson

6308 Wood Lake Road

Jupiter, FL 33458

Carrier is domiciled in Spain See Title Page and/or Tariff Record for additional information.

- 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

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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 §§520, 531 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

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AMENDMENT NO. O

Rule 26:

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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AMENDMENT NO. O

Rule 27: Loyalty Contracts in Foreign Commerce
Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

Not Applicable.
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SUPERSEDED BY TARIFF NO. OOL; EFFECTIVE OOR TARIFF NO. OOL; EFFECT

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O Rule 28:

Definitions

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

CARRIER - means MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA

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.

b) 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 least 33.3 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.

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

NSA SHIPPER - means a cargo owner, the person for whose account the ocean transportation is provided, the person to whom delivery is to be made, a shippers' association, or an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C. 40102(16)), that accepts responsibility for payment of all applicable charges under the NSA.

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 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA, a foreign-domiciled registered Non-Vessel Operating Common Carrier (NVOCC) with the U.S. Federal Maritime Commission under FMC organization number 028275. 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.

028275 MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O Rule 29:

ABBREVIATIONS, CODES AND SYMBOLS

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

EXPLANATION OF ABBREVIATIONS

Ad Val Ad Valorem Kilos Kilograms AI All Inclusive K/T Kilo Ton

BF Board Foot or Board Feet LCL or LTL Less than Container Load

B/L Bill of Lading LS Lumpsum

BAF Bunker Adjustment Factor L/T Long Ton (2240 Lbs)

BM Board Measurement M Measure C Change in tariff Item Max Maximum

CAF Currency Adjustment Factor MBF or MBM 1,000 Feet Board Measure

CBM, CM or M3 Cubic Meter Min Minimum
CC Cubic Centimeter MM Millimeter

CFS Container Freight Station MQC Minimum Quantity Commitment

CFT Cubic Foot or Cubic Feet N/A Not Applicable

CLD Chilled NRA Negotiated Rate Arrangements

CLD Chilled NRA Negotiated Rate Arrangements
CM Centimeter NSA NVOCC Service Arrangements
CU Cubic NHZ Non-Hazardous

CU Cubic NHZ Non-Hazardous CWT Cubic Weight NOS Not otherwise specified

CY Container Yard OT Open Top
Door P Pier

DDC Destination Delivery Charge Pkg Package or Packages
E Expiration PRC People's Republic of China
ET Essential Terms PRV Puerto Rico and U.S. Virgin Islands

Etc Et Cetera Reduction
FAK Freight All Kinds RE Refer / Refrigerated

FAS Free Alongside Ship RAT Revenue Ton
FB Flat Bed RY Rail Yard

FCL Full Container Load SL&C Shipper's Load and Count FEU Forty Foot Equivalent Unit Sq. Ft Square Foot or Square Feet

FI Free In Free In and Out Sq. Ft Square Foot or Square Feet Short Ton (2000 lbs.)

Sq. Ft Square Foot or Square Feet Square Foot or Square F

FIO Free In and Out SU or S/U Set Up
FIOS Free In, Out and Stowed TEU Twenty Foot Equivalent Unit
FO Free Out THC Terminal Handling Charge

FOB Free On Board TRC Terminal Receiving Charge
FMC Federal Maritime Commission USA United States of America
FR Flat Rack USD United States Dollars

Ft Feet or Foot VEN Ventilated
GOH Garment on Hanger VIZ Namely
H House VOL Volume
HAZ Hazardous W Weight

HAZ Hazardous W Weight
I New or Initial Tariff Matter W/M Weight/Measure

K/D Knocked Down
KDF Knocked Down Flat

MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA

NRA RULES TARIFF NO. 001 AMENDMENT NO. O

Rule 30:

Access to Tariff Information

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NRA RULES TARIFF NO. 001

AMENDMENT NO. O Rule 31-200:

Reserved for Future Use

SUPERSEDED BY TARIFF NO. OOL; EFFECTIVE OOR TROOPS TARIFF NO. OOL; EFFECTIVE OOR TARIFF NO. OOL; EFFECTIVE OOL; Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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MARGUISA SHIPPING LINES, S.L.U. D/B/A MARGUISA 028275

AMENDMENT NO. O Rule 201:

NRA RULES TARIFF NO. 001

NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Effective: 05MAR2020 Thru: NONE Expires: NONE Publish: 05MAR2020

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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