MARGUISA SHIPPING LINES, S.L.U. – D/B/A – MARGUISA ORIGINAL TITLE PAGE

FMC No. 028275

NON-VESSEL OPERATING COMMON CARRIER EFFECTIVE DATE: 27SEPT2023

PUBLISHED DATE: 27SEPT2023

EXPIRATION DATE:

CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

TARIFF NO. 002
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 registered Non-Vessel Operating

Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC Organization number 028275.

organization number 020275.

Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531, 532 and OSRA 2022. In that respect Carrier has opted for 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.

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TARIFF DETAILS

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CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL

ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

ORG NUMBER: **028275**

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TRADE NAME:

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MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA NRA RULES TARIFF NO. 002 - Between (US and World) 028275

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MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 1: Scope

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

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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Rule 1-A: Worldwide Ports and Points

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 BURKA 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

COOK ISLANDS
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FIJI
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FRENCH SOUTHERN AND

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GREENLAND
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GUATEMALA GUERNSEY GUINEA GUINEA BISSAU GUYANA HAITI

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INDONESIA

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

JOHNSTON ATOLL JORDAN JUAN DE NOVA ISLAND

KENYA KINGMAN REEF KIRIBATI KOREA DEMOCRATIC

KOREA DEMOCRATIC PEOPLES REP KOREA REPUBLIC OF KUWAIT
LAOS
LEBANON
LESOTHO
LIBERIA
LIBYA
LIECHTENSTEIN
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MAYOTTE
MEXICO
MIDWAY ISLANDS
MONACO

MONACO 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
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POLAND
PORTUGAL
PUERTO RICO
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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 SRII ANK A

SRI LANKA
ST HELENA
ST KITTS AND NEVIS
ST LUCIA
ST PIERRE AND
MIQUELON

ST VINCENT AND THE GRENADINES

GRENADINES
SUDAN
SURINAME
SVALBARD
SWAZILAND
SWEDEN
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TAIWAN

TANZANIA UNITED REPUBLIC OF THAILAND TOGO TOKELAU TONGA

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THE PACIFIC TUNISIA TURKEY

TURKS AND CAICOS ISLANDS

TUVALU UGANDA UNION OF SOVIET SOCIALIST REPU UNITED ARAB EMIRATES UNITED KINGDOM URUGUAY

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

ZAIRE ZAMBIA ZIMBABWE

MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Intermodal Service Rule 1-B:

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Notice to Tariff Users Rule 2:

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 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 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.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Application of NRAs and Charges

Rule 2A: Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

- 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 commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight. NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
- 2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo. NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs 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, CY or Door points in the USA. MLB Service (Mini Land Bridge), from Asia to USA.

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

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

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 legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.

Tariff Rule Information

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AMENDMENT NO. O

Rule 2-010: Packing Requirements

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

- 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 reasonably 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.

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Rule 2-020: Diversion by Carrier

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 spinnent cleared through the port originally intended.

Tariff Rule Information

MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA
NRA RULES TARIFF NO. 002 - Between (US and World)

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Rule 2-030: Reserved for Future Use

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Reserved for future use RETURN TO TABLE OF CONTENT

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Rule 2-030: Booking Cancellation Fee (BCF) – No Show Fee (NSF)

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

Carrier has implemented a Booking Cancellation Fee (BCF) on all types of containers. If the Merchant wishes to cancel shipment(s) after the Booking Confirmation has been issued, a cancellation notice must be provided by the merchant to the Carrier in writing not less than five (5) days before the scheduled estimated time of departure (ETD) and shall also pay the Carrier a cancellation fee. The BCF shall be provided in each individual NRA. If a cancellation is provided, but not within the time indicated above; a cancellation fee shall be imposed. All BCF fees imposed shall apply to the account of the cargo.

No-Show Fee (NSF)

If the merchant fails to notify the Carrier of cancellation of part or all containerized goods in accordance or fails to deliver part or all of the containerized goods for shipment, the Merchant shall pay a no-show fee (NSF). The NSF shall be provided in each individual NRA. All NSF fees imposed shall apply to the account of the cargo.

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Rule 2-035: Ocean Carrier Spot Pricing - Congestion Fees - Revenue Recovery Surcharges - Space Arrangement Fees

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

1. Ocean Carriers currently has in place for so long as port congestion is occurring in the United States and globally, have been imposing charges in congested port areas in addition to base rate and sur-charges applicable to Carrier's service contract with ocean carriers in either or both of the following manners:

- a. By imposing newly negotiated rate structures as a pre-condition to loading cargo previously tendered by Carrier or its agent, whereby, said Ocean Carrier will not load such cargo unless Carrier accepts such increased base spot rates, or
- b. By imposing newly structured sur-charges with nominations such as, but not limited to "Revenue Recovery Surcharges", "Space Arrangement Fees", and other similar titles to indicate charges over and above those in place during the negotiations of the service contract, which are imposed as charges as a pre-condition to acceptance of cargo in a congested port, notwithstanding the negotiated service contract rates and/or surcharges were in place at the time the cargo was tendered to the Ocean Carriers by Carrier or its agent.
 - c. The term Spot Rates shall apply to either or both procedures defined in Paragraph 1. a) and b) above.
- 1. Carrier, in view of the Spot Rates practices developed by Ocean Carriers during the pandemic period, shall in order to provide consistency and predictability of transport shall accept such Spot Rates to the extent that not accepting same would lead to non-delivery of cargo, and/or port demurrage and other charges, unless Shipper shall decide and will timely notify Carrier that it is abandoning such cargo, at which time Carrier may take whatever steps necessary in terminating transport and/or asserting liens and effecting the sale of such cargo. To the extent that such cargo is not appropriately abandoned as provided herein, and the sale of the cargo does not cover the freight monies and other charges due to Carrier, Shipper shall remain responsible to Carrier for such charges.
- 2. Carrier shall define and treat such Spot Rates as Ocean Carrier General Rate Increases ("GRIs"), a term not otherwise defined in the Federal Maritime Commission's regulations. GRIs shall include charges implemented by Ocean Carriers as defined in the term Spot Rates herein. As such, pursuant to 46 CFR §532.5 (d) (2) (iv) such Spot Rates are not included in a Negotiated Rate Arrangement nor a Rules Tariff and shall be charged as a pass-through without a markup by Carrier.
- 3. To the extent that the increased rates and/or charges imposed by the ocean common carriers are not considered GRIs for whatever reason, Shipper agrees that these increases are an acceptable amendment to the pertinent NRA.

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MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 2-040:

Container Capacity

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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.

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Rule 2-045: Port of LA & LB Container Excess Dwell Fees

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

The following Container Excess Dwell Fees imposed by the Port of Los Angeles and the Port of Long Beach ("the Ports") shall be applicable to shippers as of the date of this publication in Carrier's tariff pursuant to 46 CFR § 520.8 (b)(4) for any such fees being assessed by the Ports against ocean carriers, and ocean carriers thereby assessing these as pass-through accessorial terminal charges to Carrier until such Container Excess Dwell Rates are eliminated by the ocean carriers:

These Dwell Fess are only applicable to imported containers through the Ports and fees are cumulative on a per day basis with no limits: A. Local Import Loaded Container (to be removed by motor carrier)

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
9	100	100
10	200	300
11	300	600
12	400	1,000
13	500	1,500
More than 13	(Increments of	\$100

Increase per day)

B. Intermodal Import Loaded Container (going by rail)

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
6	100	100
7	200	300
8	300	600
9	400	1,000
10	500	1,500
More than 10	(Increments of S	\$100

Increase per day-no limit)
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Rule 2-050:

Shipper Furnished Containers

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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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Rule 2-060: Measurement and Weight

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

- 1. All packages will be measured in Centimeters and weight in Kilograms.
- 2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

The three dimensions in centimeters (rounded off in accordance with (2) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals.

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.

5. Misdescription, Underweights and Undermeasurement

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

B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the 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.

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AMENDMENT NO. O

Rule 2-070: Overweight Containers

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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).

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AMENDMENT NO. O

Rule 2-080: Shipper's Load And Count

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 container.

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

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AMENDMENT NO. O

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

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 charges are payable by the party requesting the diversion.

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Rule 2-100: Security Fees

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

Security Fees may be applicable on shipments and identified in each individual NRA. RETURN TO TABLE OF CONTENT

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AMENDMENT NO. O

Rule 2-110: **Restricted Articles**

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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. accept
- 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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AMENDMENT NO. O

Rule 2-120: Freight All Kinds (FAK)

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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.

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

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

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Rule 2-140: AES USA EXPORT SHIPMENTS

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 assure 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 the applicable commodity Schedule B number in the Line Copy of the B/L.

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AMENDMENT NO. O

DOCUMENTATION FEE Rule 2-150:

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

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AMENDMENT NO. O

Rule 2-160: AMS PROCESSING FEE

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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.

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AMENDMENT NO. O

SUBMISSION OF CARGO DECLARATION DATA

Rule 2-170: Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

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

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

- 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 coloaded 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 in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s)shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal 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 shippers by more than one Shipper.

Tariff Rule Information

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AMENDMENT NO. O

Rule 2-180:

U.S. CUSTOMS RELATED CHARGES

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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.

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Rule 2-190: LIEN NOTICE

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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.

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AMENDMENT NO. O

Rule 2-200: Cargo Roll-Over Fee

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

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Tariff Rule Information

028275 MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O Rule 2-210:

Free Time Detention / Demurrage / Storage

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 facilities 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" (includes Tank Demurrage) 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 cargo is/was transported or terminal operator at origin point or port or destination point or port, including rail yards and container yards 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 "Merchant" as defined by the carrier's bill of lading and 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 cargo. Carrier as a non-vessel operating common carrier, even for door delivery transportation, will not issue its own demurrage and detention charges in its NRA, NSA or Rules Tariff, its invoice for demurrage and/or detention MUST minimally include the following 13 data elements, pursuant to 46 U.S.C. §41104(d):

- 1. Date that container is made available.
- 2. The port of discharge.
- 3. The container number or numbers.
- 4. For exported shipments, the earliest return date.
- 5. The allowed free time in days.
- 6. The start date of free time.
- 7. The end date of free time.
- 8. The applicable detention or demurrage rule on which the daily rate is based.
- 9. The applicable rate or rates per the applicable rule.
- 10. The total amount due.
- 11. The email, telephone number, or other appropriate contact information for questions or requests for mitigation of fees.
- 12. A statement that the charges are consistent with any of Federal Maritime Commission rules with respect to detention and demurrage.
- 13. A statement that the common carrier's performance did not cause or contribute to the underlying invoiced charges.

Failure of the underlying ocean common carrier or its terminal operator to include the above items in a demurrage and/or detention invoice, would result in the elimination of the charged party having to pay the applicable charge pursuant to 46 U.S. Code §41104 (f). See Rule 2-220 below with regard to Carrier's obligations relating to demurrage and detention.

Tariff Rule Information

028275 MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O Rule 2-220:

OSRA 2022 NVOCC Safe Harbor Demurrage Detention

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

A. Since Carrier is not assessing its own Demurrage and Detention charges but shows as Consignee on the Ocean common carrier's Master bill of lading, Carrier shall timely pass-through without mark up, the ocean common carrier's terminal invoices to the consignee on its house bill of lading. The Commission in a Charge Complaint at 46 U.S.C. §41310 may find the Carrier not liable, and the Ocean carrier could be found liable for refunds or nepallies.

B. In the event that demurrage/detention invoices do not include the 13 data elements that are referenced in 46 U.S.C. §41104(d) or otherwise may appear to be inaccurate from the vessel operators/terminals, <u>Carrier</u> may opt to return non-compliant invoices to the vessel operators/terminal with the opportunity to make any necessary adjustments to have invoices become compliant with the Regulations. <u>Carrier</u> may at its option pass through these invoices to shipper for their information only and with notice that these, even though may be challenged might still be due by Shipper depending on whether the FMC rules these are compliant or not compliant with the FMC regulations, or in the case where the ocean common carrier and/or its terminal refuse to release the containers without full payment of the claimed amounts.

C. Should a vessel operator/terminal fail to make necessary corrections to non-compliant invoices within a reasonable timeframe, Carrier may at its option initiate a formal Charge Complaint with the Federal Maritime Commission to advise them of any suspected non-compliances for their investigation.

D. <u>Carrier</u>, at its sole discretion, in order to have cargo released so as to not accrue demurrage for itself and its shipper, may make payment for containers to be released but will retain its rights to seek refunds from the vessel operator/terminal. <u>Carrier</u> reserves its possessory lien rights to be paid these amounts before releasing these cargos in subject containers to shipper. In this event, Carrier may opt, at its sole discretion, to seek refunds from the vessel operator/terminal, which refunds will be returned to shipper to the extent that Shipper has paid those sums to Carrier. Carrier also hereby assigns its rights to the importer or record or other party with a beneficial interest in the containers for purposes of pursuing this matter directly with the ocean common carrier and/or its terminal operator.

E. Carrier shall charge an administrative fee of \$100.00 on a per invoice per container basis for receiving, reviewing, and responding to demurrage,

storage, and detention charges which it passes on to its shippers from ocean common carriers, terminals, and/or railroads. Additionally, if Carrier opts to advance payments of demurrage and/or detention on behalf of Merchant, Carrier shall also have to right to charge Merchant 5% on the fees advanced if not paid immediately within 14 days of receipt of the invoice.

F. Carrier shall only be responsible for demurrage and/or detention when it is directly and solely liable for the assessment of those charges. Demurrage and detention resulting from conditions not under the control of Carrier shall not be considered as the liability of Carrier. Equipment and driver scarcities are considered not under the control of the Carrier.

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028275 MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 3: Rate Applicability Rule

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

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

NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 4: Heavy Lift

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

Tariff Rule Information

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

NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 5: Extra Length

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

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

NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 6: Minimum Bill of Lading Charges

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

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NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 7: Payment of Freight Charges

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

A. CURRENCY

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

B. PAYMENT IN U.S. DOLLARS

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

C. METHODS OF PAYMENT

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

D. PREPAID FREIGHT

- 1. When freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Ocean Bill of Lading by the carrier to the shipper or his duly authorized licensed Freight Forwarder or Agent acting in his behalf.
- 2. When freight and charges are billed prepaid, they shall be paid in U.S. dollars.
- E. FREIGHT COLLECT

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

F. CURRENCY CONVERTIBILITY:

1. Conversion Provisions:

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

Tariff Rule Information

028275 MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O Rule 8:

Bill of Lading and Terms & Conditions

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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М N D C 0 N 0 R S

I DEFINITIONS

tude the party on whose behalf this Bill of Lading has been issued, the Vessel, her owner(s), e, time, slot and space charterers or any person or entity to the extend bound by this Bill

ludes the consignor, exporter, shipper, Holder, consignee, owner, receiver of the Goods, any or entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf person noming or entitled to the possession of the coosts or unsource or construction of any such person.

**Idollers 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 otherwise.

**Vessel's includes any substituted vessel and any vessel to which transshipment may be made or employed in the performance of this contract.

The performance of this contract.

**

ne performance of this contract.

Goodss means the cargo received from the Shipper and includes any container not supplied by or on behalf
the Carrier.

«Goods» means the cargo received from the Shipper and includes any container not supprise of yor on swams of the Carrier.

«Container» includes any container (including an open top container) flat rack, platform, trailer, transportable talk, pallet, candle, shelf or any other device used for the transportation of Goods.

Include the carrier of the agents. CLCVLCL applies to a container packed under the shipper's responsibility and unpacked under the carrier of the agents. CLCVLCL applies to a container packed and unpacked under the Carrier of the agents (CLCVLCL applies to a container packed and unpacked under the Carrier of the sagents of the CLCVLCL applies to a container packed and unpacked under the Carrier of the sagents (CLCVLCL applies to a container packed under the daily of the Carrier of this agents. CLCVLCL applies to a container packed under the Carrier of the sagents (CLCVLCL applies to a container packed under the Carrier of the sagents (CLCVLCL applies to a container packed under the Carrier of the sagents (CLCVLCL applies to a container packed under the Carrier's repossibility, and unpacked under the carrier's responsibility, and unpacked under the carrier's responsibility, and unpacked under the carrier's responsibility, and unpacked under the carrier of his agents.

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

Demurage and Detention DEFINITIONS

"Demurage'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.

Demurage's the charge the Merchant pays for destaining Carrier's equipment outside the port, terminal or depot.

Depond the free time.

Merchant pays for carrier's equipment kept beyond the free time offered by the Carrier the offered by the Carrier than the order of the order or the order of the order or the order of the order or the order order or the order order order order or the order order order order order order order order order or the order orde

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

ICALINE PRAMOUNT

The contract evidenced by this Bill II 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 hereinstein mentioned) to have effect (a) Where the port of loading on falling the port of loading the part of deslange, it is a territory where legislation giving of 25th August 1924 as amended in Brussels 1986 (the Hague and Visby Rules) is in force subject to such explaination, and (b) in any other case, as left he said legislation and rolle as if the same were herein specifically set out. Nothing herein contained shall be deemed to be a surrender by the Carrier of any of the provinges, rights or immunities or an increased any of this reprossibilities or labilities under the said legislation are rolle if and to the extent that any provision of this Bill of Lading is regignant to covered by the east legislation or rolle if and to the extent that any provision of this Bill of Lading is regignant to covered by the east legislation or also as well extend that the provision shall be void but only to the extent of such repugnancy or inconsistency and no further.

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

(2) Every such servant, agent and sub-contractor of the Carrier including, but not limited to, the owner, teere, operator, master, officer and crew of the weste, and employees, agents, representatives, and all steve teering all perators, watchmen, carpetters, lathers, ship cleaners, surveyors and other independent control of any nature whatsoever, shall have the benefit of all provisions hereins for the benefit of the Carrier such provisions, where expressly for their benefit. In entering into this contract, the Carrier, to the exit those provisions, does so not only in its own behalf but also as agent and trustee for such servants. It and sub-contractions.

(3) The expression sub-contractor in this clause shall include direct and indirect sub-contrarespective 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 Port Shipment then, whatever the custom of
the port and the fright thaff applicable, the Carrier is demed to take possession of the Goods on loading or
the vessel and to deliver same on discharge from the vessel and the Carrier shall not be liable for loss or damage
to the Goods during the period before loading on or after discharge from the vessel, hossoever work hoss or
damage arries and even if an original of the Bill of Lading is not presented or accomplished by the Merchan
or th agent on discharge from the vessel.

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

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

V CARRIER'S RESPONSIBILITY - COMBINED TRANSPORT

(1) Where the carriage called for by this Bill of Lading is a Combined Transport Shipment undertakes responsibility from the place of receipt if named herein or from the port of load discharge or the place of delivery if named herein.

(2) The Carrier shall be liable for loss or damage occurring during carriage, provided that when receiguated operations before loading, or custody and delivery operations after discharge are carried on guplikor estempholic or monopolistic organism, then the Carrier's responsibility will be governed like in 4- Port to Port Shipment-, and in such case the Carrier Will act as forwarding agent only as concernariage and/or carriage.

(3) Exclusions: The Carrier shall not be liable for any loss or damage if such loss or damage was caused by

3) Excessions: The Currier shall not be laste for any loss or damage it sucn hoss or damage was caused by (3d.) An act or omission of the Merchant, (3d.) An act or omission of the Merchant, (6d.) Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant, (6d.) Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant, (6d.) Briteria (so, de-out, stoppage or restraint of labor, (6) Strike, lock-out, stoppage or restraint of labor, (7d.) A muclear incident which the Carrier could not avoid and the consequences of which he could not pre by the exercise of reasonable dilagence.

(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 occased. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact caused ofther wholly or partly by one rome of these causes or events.

caused either wholly or partly by one or more of these causes or events.

[5] As agreed in the terms on the evenes benred, the non-maritime part of the carriage shall be governed either by the provisions contained in any International Convention or National Law compulsously applicable to the means of transport utilized or, when such texts are not compulsoring palpicable, by the Friends. Law 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 inland carrier, the liability of the Carrier and the amount of compensations thall be determined in accordance with the inland carrier's contracts of carriage or arriff, fused contract or term's applicable.

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

tepficable to both Port to Port Shipment and Combanea arrangement. (I) 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 Seve as provided in clause V above the Carrier shall
in no circumstances be liable for direct, indirect or consequential loss or damage caused by any delay. Where
under the provisions of clause V above, the Carrier is halled for delay, labeliny shall be 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 fall of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier for carriage or delivered to the Merchant. The Merchant is destination shall have to return the container of the Carrier for the Merchant in destination shall have to return the content of the Carriage, within the time allowed by the Carrier, falling which the persons falling within the definition of Merchant in clause 1 shall be jointly and severally liable via-a-via the Carrier to pay any costs of cleaning and/or repair as well as demurged any such persons shall be likewise table to pay the repair to the container and or repair as well as demurged any such persons shall be likewise table to pay the repair to the container and returned within thirty days of its remittance to the shipper/consignee and deemed loot at 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 claim when, with the consent of the Carrier, the value of the Goods declared by the shipper, which exceeds it haid down in this clause, has been stated in this Bill of Lading and extra freight actually paid if required case the amount of the declared value shall be substituted for those limits. Any partial loss or damage adjusted for not an othe basis such declared value.

(5) Notice of Joss or damage The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of or damage to the Goods indicating the special nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the Port of Discharge (or Place of Delivery if sen is named on the face hereof) before or at the time of removal of the Goods in the custody of the person

nter.

Nas been named on the face hereof, any such notice shall have also to be sent to the last or at the time of removal, or within three working days thereafter if the loss or damage in any case a confirmation of such notice shall have to be made to such inland Carrier within three working days of the time of delivery, failing which no responsibility shall

In to the Carrier.

Let 10 the 30 per provisions of this sub-clause VI (5), no loss of or damage to the Goods shall be opposable Carrier unless the latter on this representative have been culted for a joint examination before the opening Carrier unless the latter or his representative have been culted for a joint examination before the opening of the Container, the unsuffing operations being them immediately stopped been revoiled upon opening of the Container, the unsuffing operations being them immediately stopped to damage are deemed to be apparent when the Container is delivered without any seal or without the nal seal affixed when the Carrier had taken possession of the Container.

In the Carrier or his representative have been so called for a joint examination or survey and is not efficuence of the container of the carrier or had to a universe of the container.

Of Limitation of limitation of the state competent court.

(b) Limitation 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 tariff, applicable to the maritime or non-maritime part of the carriage by virtue of the clause I always applicable to the maritime or non-maritime part of the carriage by virtue of the clause I always and principle to the face hereof or by virtue of the clause V above.

When the provisions of the International Convention, National Law, if compulsorily applicable, or of the inland carriers contract of carriage at earling applicable do not determine an amount of compensation, the Carrier's liability shall in no event exceed 100 Sterling lawful money of the U.K. per package or unti. In the event of loss of dange occurring at set an incumanation in which the owner/operator of the Vessel is entitled to limit his liability by establishing a limitation fund under the international Convention relating to the Limitation of Liability or Martinuc Caimas giped a London on this November 1996 or under an equivalent applicable, convention or mational legislation, then the liability of the Carrier shall be limited to the proportion of said limitation and adocated to the Goods covered by this liab I dadage.

(7) Scope of Application Save as otherwise provided herein the Carrier shall in no circumstances whatsoever and howoever arising be sailable for direct or indirect or consequential loss or damage. The defences and limits of liability provided for in his Bill of Lading shall apply in any action against the Carrier for loss or damage or delay whether the action for founded in Contract or in Tort.

(8) Inspection of Goods

trier, or any person to whom the Carrier has sub-contracted the carriage or any person authorized Carrier, shall be entitled, but under no obligation, to open any package or Container at any time and

the Carrier, shall be entitled, but under no obligation, to open any package or Container at any time and neptect the contests.

thereupon anyears that the contents or any part thereof cannot adicy or properly be carried or carried thereupon anyears that the contents or any part thereof cannot adicy or properly be carried or carried to the contents of any part package of the content of the con

(9) Time bar Where the Time har er the carriage called for by this Bill of Lading is a Combined Transport Shipment and when the provision he international Convention or of the National Lass, applicable to the non-maritime part of the carriage be use of the clause Law and Jurisdiction on the face hereof, do not determine at time but, the Carrier shall hanged of all liability unless usit is brought and notice thereof given to the Carrier shall hanged of all liability unless usit is brought and notice thereof given to the Carrier shall hanged of all liability unless usit is brought and notice thereof given to the Carrier shall not make the control of the control of the carrier shall have been determed.

VII SHIPPER-PACKED CONTAINERS

(1) If a container has been stuffed by or on behalf of the shipper, this fill of Lading shall be a receipt only the Container() and the Carrier shall not be liable for loss of damage to the contents and the Merchant informatify the Carrier against any injury, lost, damage, liability or expense incurred by the Carrier after injury, lost, damage, liability or expense have consumed by the Carrier of the Carrier and the Carrier of t

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

(2) The Carrier has no responsibility whatsoever for the uns of Container(s) not owned nor leased by the Carrier.

(3) The Container and the Goods shall be deemed to constitute one package only for the purpose of deterning the limit of the Carrier's liability.

(4) If a shipper-packed Container is delivered by the Carrier with its original seal as affixed by the ship intact such delivery shall constitute full and complete performance of the Carrier's obligations bereunder it the Carrier shall not be liable for any shortinger of Goods accertained at delivery.

VIII DESCRIPTION OF GOODS

(1) This sill of Lading shall be pgims facie evidence of the recopy by the Currier in apparent good order and
condition, except a solveness noticing the total number of Conditioners only if packed by the Shipper or on
his behalf, or if otherwise, the total number of packages or other units specified on the reverse side hereof.

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

respect of such description or particulars.

(3) Any statemen, herein that iron or steel goods of any description have been shipped in apparent good order and condition does not involve any admission from the Carrier as to the absence of rust, for which the

Carrier accepts receponately and the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the bhipper on occept of light Bill of Lading and that such particulars and any other particulars furnished by one behalf of light Shapper are correct.

(2) The Merchant shall indemnify the carrier against all loss, damage, fines and expenses arising or rest from inaccuracies in or inadequacy of such particulars or from any other causes in connection with the G

(3) The Merchart shall grouply with all regulations or requirements of custom, port or any other official body and shall be at ade poy all detains, taxes, fines, imposts, expenses or losses (finciding, without prejudice to the generality of the foreigning, expenses and losses arising from intability for the vested bawk a berthan delight from the port of discharges or the picting of delivery to the amended port of discharges or pic losses; or delivery incurred or stiffed incharges or pick of delivery in the amended port of discharges or pick of delivery in continued port of discharges or pick of delivery in the amended port of discharge or pick of delivery incurred or stiffed version of any factor of any misdeclaration or omission by the Merchants such as incurrent veeding or any lifelagh, incorrect or insufficient marking, numbering or addressing of the Goods on the Bill of Lading and shall consequently indemnify the Carrier.

X FREIGHT AND CHARGES
(1) Fright 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 teceipt 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 reveigh, remeasure revealue the contents, and if the particulars furnished by one on behalf of the shipper are incorrect, it is agree that a sum equal to double the correct freight less the freight charged shall be payable as liquidated damages that carrier and interpret payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the Carrier for all threft payments, disastern shall remburse the carrier for all thresholds.

(4) The Merchant shall be liable to Carrier for the payment of all freight, demurrage, General Average and o charges due hereunder, without discount, together with any Court Costs, expenses and reasonable attor foes incurred in Collecting any sunt undue Carrier. Payment of occur freight and charges to a freight obsoler or anyone Other than the Carrier or its authorized agent, shall not be deemed payment to the Cardier and shall be made at the payer's lose first. Merchant to remain label for all charges hereunder notwithstan 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.

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XII OPTIONAL STOWAGE, DECK CARGO AND LIVE ANIMALS

The Carrier has the right to accord cargo of all kinds dangerous or otherwise for carriage on or ki, including explosives, munitions, warlike materials or nuclear material. If in connection with an qualitation dangerous or objectionable cargo is submitted to any extra handling en route or final destinate penses thereof to be for account of such Goods.

(2) The Carrier is at liberty to stow the Goods in poop, deckhouses, sheller deck, spare-bunkers, tonnage-opening, 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 Con-

(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.
If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement

I carried on deck, the Carrier shall not be required to note, mark or stamp on the bit of Lading any statement for which no deck, carrierds on deck or under deck and whether or not stated to be carried on deck shall shall pool whether carrierds on deck or under deck and whether or not stated to be carried on deck thall the carrierds of the carrierds of the understand that the carrierds of the carrierds of the purpose of "the understanding of the carrierds of the understand or certain rules carding to full of Lading dated Brussels, the 25th suggest 1924 amended or nots or for the purposes of "the US Carriage of Goods by Sea Act 1936 (COGSA), whichever is applicable.

(5) Goods on deck, stated herein to be so carried and live animals are received, handled, loaded; stoweried, kept and discharged at Merchant's risk and the Carriers shall not be liable for loss thereof, damage or whichever and howsoever occurring even though resulting from unseasorthines of the vessel or fronegligence of the Carrier, its servants or agents or in case of deviation of the vessel.

XIII METHODS AND ROUTE OF TRANSPORTATION (1) The Carrier may at any time without notice to the Merch

N 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 transcoord whatsoever.

unpack and remove Goods which have been stowed into a Container and forward the same in a Cor

tainer 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 whatsoever once or more often and in any order.

e) load or unload the Goods at any place or port (whether or not any such poet is named overleaf as the port he loading to preor of dischange) and store the Goods at any such place or port.

f) comply with any order or recommendations given by any government or authority or having under the treatment of the insurance on the conveyance employed by the Carrier the right to give orders or directions, g) permit the weath of proceed with or wishout pilots.

(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

NO BE A EVALUATION.

IVI MATTERS AFFECTING PERFORMANCE

(1) If at a saytime the performance of the contract evidenced by this Bill of Lading is or is likely to be affer
by any hindrane. Aris, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by
exercise of reasonable endeavers, the Carrier (whether or not the transport is commenced) may subtoin to
the Merchant; retar the performance of this contract is a terminated and shouthoot the earning of the Ge
to the Merchant; retar the performance of this contract is a terminated and shouthoot the earning of the Ge
deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cear

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

The Carrier manager in reasonable 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 maned in this full 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 PERISHABLE CARGO

(I) By stundering Goods of a perishable nature for carriage without any written request noted on the reverses of this Bill of Lading for carriage in a specialized Container or within a specific temperature range, or sub to any special care, or of carriage otherwise than in a Constainer the merchant accepts that the carriage n 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 Merch that the Goods have been properly stowed in the Container(s) and that the thermostatic cont adequately set by him before receipt of the Goods by the Carrier.

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

ents are not complied with, the Carrier shall not be liable for any loss or define

XVI DANGEROUS GOODS

EVI DANCEROUS GOODS)

If the Merchast undertakes not to tender for transportation any Goods which are of a dangerous, inflaminable, radio-active or damaging nature, or which are or may become liable to damage any property whatsoe-five, vishous previously gwing written notice of their nature to the Cariarre who may give his express route or writing for the carriage.

In writing for the carriage.

The Coffiguracity on other covering in which the Goods are to be transported have to be distinctly marked on outlide so its to indicate the nature and character of any such Goods are required by any laws or regulations find may be applicable during the curriage.

uch may be applicable during the carriage.

Thirty much Goods and geldered to the Carrier without such written consent and marking or if, at any it meeting the control of the control of the carrier without such written content and marking or if, at any time me poods become of a dangerous, inflammable radio-active or damaging nature, they may, at any time me, be urbanded, destroyed, disposed of, abandoned or rendered harmless without compensation to track the control of the control of the control of the carrier, the carrier shall be under no liability to make any general average contributives of the carrier, the Carrier shall be under no liability to make any general average contributives.

(3) The Merchant undertakes that such Goods are packed in a manned adequate to withstand the ord risk of carriage having regard to their nature and in compliance with all laws or regulations which m 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 REGULATIONS RELATING TO GOODS

The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall beer and pay all distines, taxes, lines, 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 indomnify the Carrier in respect thereof.

XVIII NOTIFICATION AND DELIVERY

(1) Notification 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 each obligation.

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

(3) Delivery at port of discharge In case of Port to Port Shipment, 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

Merchan's account.

Carrier shall be at liberty to discharge the Goods or any part thereof at the port of discharge, without carrier shall be at liberty to discharge without care and whatever the law or the custom of the port-the responsibility of the Carrier in respect of the eds of the thar thereof discharge day afforesaid shall wholly cease on discharge from the vestel according he provisions of Clause IV above.

(4) Delivery at place of delivery
In case of Combined Transport Shipment, the Merchant shall take delivery of the Goods or Containers with the turn personded for in the Carrier's Tariff incorporated herein (clause III) 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 available and requesting the Merchant to take delivery of the Goods or Containers to the Contage or any person acting on his behalf or na case of failure of the Merchant to take delivery of Goods within more or any person acting on his behalf or na case of failure of the Merchant to take delivery of the Goods within

er responsibility of the Carrier suns and the control of the Merchant to take to the control of the control of the Merchant to take to the control by the Carrier to do so. It is not to the formal request given by the Carrier to do so. It is not to the control of the Carrier to the control of the control o

(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 demund be paid by the Merchant to the Carrier;

If the delivery of the Goods or any part thereof is not taken by the Merchant in accordance with this Bill of Liding, the Carrier may without notice unpacked the Goods or that part thereof if packed in Containers and/or store the Goods or that part thereof above, allout, in the open or under cover. If the Merchant fin is take delivery of the Goods on part of them within thiny days of delivery becoming it the Merchant fin is take delivery of the Goods on part of them within thiny days of delivery becoming the Merchant part of the Goods on the first within the May or of delivery becoming the Merchant of the Merchant

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 Goods or carriage thereof.

Goods or carriage thereof.

X IX BOTH-TO-BLAME COLLISION CLAUSE.

If the carrying ship comes into collision with another ship as a result of the negligence of the other ship and any set, neglect or default in the newligion or the management of the carrying ship, the Merchant undersakes to pay to the Carrier, on, where the Carrier is not the owner and in possession of the carrying ship, to pay to the Carrier as trusted for the owner and comes charterer of the carrying sheap, as mu sufficient to industry the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss liability to the other or non-carrying ship or the owner and/or a such loss or lability represent loss of dranges to or any claim whatsoever of the Merchant, and or payable by the other or non-carrying ship or the owners apart of their control of the control of

XX.GESPEAL AYEBAGE.

(I) It the seven is accident, danger, damage, or disaster before or after the commencement of the vorage resulting from any cause whitnower, due to negligence or not, for which, or for the consequence of which the Carrier is not responsible, by statuse, contract or otherwise, the Merchant shall contrabute with the carrier is not responsible, by statuse, contract or otherwise, the Merchant shall contrabute with the residence in general average at the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and hall play 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 contribu-tion of the Goods and any salvage and special charges thereof, shall, if required, be submitted to the Carrier prior 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 salving Vessel or vessels belonged to strangers.

XXI VARIATION OF THE CONTRACT hall have power to waive or vary any off the terms hereof unless such waiver fically authorized or ratified in writing by the Carrier.

XXII VALIDITY OF THE CLAUSES

XXII VALIDITY OF THE CLAUSES
In the event that anything herric nordained is inconsistent with any applicable international convention or national law which, cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.

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028275 MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 9: Freight Forwarder Compensation

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

Not Applicable

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AMENDMENT NO. O

Rule 10: Surcharges, Assessorial and Arbitraries

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRAs.

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NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 10-A: Surcharges, Assessorial and Arbitraries

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 the 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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Rule 11: Minimum Quantity Rates

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023 Carrier may charge minimum quantity rates as specified in each individual NRA.

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Rule 12: Ad Valorem Rates

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

- 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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Rule 13: Transshipment

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

Not Applicable.

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Rule 14: Co-Loading in Foreign Commerce

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 time:
- (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 co-loading 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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AMENDMENT NO. O

Rule 15: Reserved for Future Use

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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AMENDMENT NO. O

Rule 16: Hazardous Cargo

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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.
- $3. \ ONL\bar{Y} \ when \ U.S. \ Coast \ Guard \ and/or \ local \ authority \ permits \ have been obtained \ and \ complied \ with \ by \ Shipper \ and/or \ Consignee.$
- 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 <u>MUST</u> 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 non-compatible 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 assure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to assure 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.

MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA 028275 NRA RULES TARIFF NO. 002 - Between (US and World)

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Rule 16-A: Ocean Carriers Hazardous Cargo Penalties Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

Ocean carriers are imposing substantial penalties regarding 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:

- Mis-declaring hazardous cargo for any reason, i)
- Not declaring hazardous cargo, ii)
- Booking and declaring a commodity is "Non-Hazardous cargo" while commodity iii) identified is 'Hazardous cargo',
- Booking and declaring commodity is Hazardous cargo with incorrect IMO Class or UN No.,
- Informing ocean carrier to amend cargo property, from dry cargo to hazardous cargo, v)
- vi) Informing ocean carrier to modify or add IMO/UN No.,
- Identification from the Maritime Safety Administration of China, or any other governmental department vii) authority to confirm the mis-declaration,
- Amendment of commodity character or IMO/UN No. on booking information,

shipping instructions and bills of lading; and

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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Rule 17: Safety of Life at Sea SOLAS Regulations

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

SOLAS understand that the requirements (Chapter VI Regulation 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.

Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo. Merchant agrees that Carrier is entitled to rely on the accuracy of such weights and to endorse same as Carrier's own certified weight to the steamship line carrying the cargo.
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Rule 18: Returned Cargo in Foreign Commerce

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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.

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Rule 19: Shippers Requests in Foreign Commerce

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

028275 MARGUISA SHIPPING LINES, S.L.U. - D/B/A - MARGUISA NRA RULES TARIFF NO. 002 - Between (US and World)

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Rule 20: Overcharge Claims

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

B. Overcharges

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

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

In cases of claims by shipper 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.

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Rule 21: Use o

Use of Carrier Equipment

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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.

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Rule 22: Automobile Rates in Domestic Offshore Commerce Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

Not Applicable.

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Rule 23: Carrier Terminal Rules and Charges

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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.

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

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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

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Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46CFR §§515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

2. Bond No. SU62331

3. Issued By: United States Fire Insurance Company, 305 Madison Avenue, Morristown, NJ 07962.

Agent for Service of Process

- 1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is Navigator Shipping, 601 Heritage Drive, Suite 126, Jupiter, FL 33458-2783, attention George Donaldson.
- 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.

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Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 46CFR §\$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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Rule 26: Reserved for Future Use

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

Reserved for future use

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Rule 27: Reserved for Future Use

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

Reserved for future use.

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D. C. 141....

Rule 28: Definition

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

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 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 registered Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating 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.

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Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

EXPLANATION OF ABBREVIATIONS

Ad Val Ad Valorem Kilo Ton

Less than Container Load All Inclusive LCL or LTL ΑI

Board Foot or Board Feet BFLS Lumpsum Bill of Lading B/L L/T Long Ton (2240 Lb)

BAF Bunker Adjustment Factor Measure M

Board Measurement BM Max Maximum MBF or MBM 1,000 Feet Board Measure Change in tariff Item \mathbf{C}

CAF Currency Adjustment Factor Min Minimum

CBM, CM or M3 Cubic Meter MM Millimeter

Cubic Centimeter MQC Minimum Quantity Commitment CC

CFS Container Freight Station N/A Not Applicable

CFT Cubic Foot or Cubic Feet NRA Negotiated Rate Arrangements Chilled NVOCC Service Arrangements CLD **NSA**

CM Centimeter NHZ Non-Hazardous

CU Cubic Not otherwise specified NOS

CWT Cubic Weight OT Open Top

CYContainer Yard P Pier

Pkg D Door Package or Packages

DDC Destination Delivery Charge PRC People's Republic of China

Expiration **PRVI** Puerto Rico and U.S. Virgin Islands Ε ET

Essential Terms Reduction R

Et Cetera Reefer / Refrigerated Etc RE **FAK** Freight All Kinds R/T Revenue Ton

Free Alongside Ship Rail Yard **FAS** RY FΒ Flat Bed SL&C Shipper's Load and Count

Full Container Load Sq. Ft FCL Square Foot or Square Feet **FEU** Forty Foot Equivalent Unit S/T Short Ton (2000 lbs.)

FΙ Free In SU or S/U Set Up

FIO Free In and Out FreeTIFI Out and Stowed Twenty Foot Equivalent Unit Free Out FO THC Terminal Handling Charge FOB Free On-Board Terminal Receiving Charge TRC

FMC Federal Maritime Commission USA United States of America FR Flat Rack USD United States Dollars Feet or Foot Ft VEN Ventilated

GOH Garment on Hanger VIZ Namely Η House VOL Volume Hazardous HAZ Weight W

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

K/D Knocked Down Kilos Kilograms RETURN TO TABLE OF CONTENT

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Rule 30: Access to Tariff Information

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

This tariff is published on the Internet website at https://www.marguisa.com/en/schedules/. Please refer to the Tariff profile or Tariff Title page for additional contact information.

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Rule 31-200:

Reserved for Future Use

Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

Rules 31-200 reserved for future use.

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AMENDMENT NO. O
Rule 201:

NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)
Effective: 27SEPT2023 Thru: NONE Expires: NONE Publish: 27SEPT2023

Pursuant to 46CFR §531.9(a), Carrier hereby give public notice in tariff format the following essential terms of each NSA it has entered with shippers.

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

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***** End of Rule Text