

FMC No. 024419

NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATE: 19SEPT2022

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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

SEA MARINE TRANSPORT, LLC is a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC license number 024419NF and FMC Organization number 024419.

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 Rule Information

### TARIFF DETAILS

Tariff Number: **002**  
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**  
EFFECTIVE: 19SEPT2022  
THRU: None  
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PUBLISH: 19SEPT2022  
AMENDMENT TYPE: O  
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WEIGHT RATING: 1,000KGS  
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TARIFF TYPE: GOVERNING NRA RULES TARIFF  
CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

### ORGANIZATION INFORMATION

ORG NUMBER: **024419**  
NAME: **SEA MARINE TRANSPORT, LLC**  
TRADE NAME:  
TYPE: NON-VESSEL OPERATING COMMON CARRIER  
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## Tariff Rule Information

024419

SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

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Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022

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## Tariff Rule Information

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SEA MARINE TRANSPORT, LLC

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

AMENDMENT NO. 0

Rule 1:

Scope

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. 0

Rule 1-A:

Worldwide Ports and Points

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

AFGHANISTAN	EGYPT	KUWAIT	SENEGAL
ALBANIA	EL SALVADOR	LAOS	SEYCHELLES
ALGERIA	EQUATORIAL GUINEA	LEBANON	SIERRA LEONE
AMERICAN SAMOA	ETHIOPIA	LESOTHO	SINGAPORE
ANDORRA	EUROPA ISLAND	LIBERIA	SOLOMON ISLANDS
ANGOLA	FALKLAND ISLANDS	LIBYA	SOMALIA
ANGUILLA	(ISLAS MALVIN	LIECHTENSTEIN	SOUTH AFRICA
ANTARCTICA	FAROE ISLANDS	LUXEMBOURG	SOUTH GEORGIA AND
ANTIGUA AND BARBUDA	FEDERATED STATES OF	MACAU	THE SOUTH SA
ARGENTINA	MICRONESIA	MADAGASCAR	SPAIN
ARUBA	FIJI	MALAWI	SPRATLY ISLANDS
ASHMORE AND CARTIER	FINLAND	MALAYSIA	SRI LANKA
ISLANDS	FRANCE	MALDIVES	ST HELENA
AUSTRALIA	FRENCH GUIANA	MALI	ST KITTS AND NEVIS
AUSTRIA	FRENCH POLYNESIA	MALTA	ST LUCIA
BAHAMAS THE	FRENCH SOUTHERN AND	MANISLE OF	ST PIERRE AND
BAHRAIN	ANTARCTIC	MARSHALL ISLANDS	MIQUELON
BAKER ISLAND	GABON	MARTINIQUE	ST VINCENT AND THE
BANGLADESH	GAMBIA THE	MAURITANIA	GRENADINES
BARBADOS	GAZA STRIP	MAURITIUS	SUDAN
BASSAS DA INDIA	GERMANY	MAYOTTE	SURINAME
BELGIUM	GHANA	MEXICO	SVALBARD
BELIZE	GIBRALTAR	MIDWAY ISLANDS	SWAZILAND
BENIN	GLORIOSO ISLANDS	MONACO	SWEDEN
BERMUDA	GREECE	MONGOLIA	SWITZERLAND
BHUTAN	GREENLAND	MONTSERRAT	SYRIA
BOLIVIA	GRENADA	MOROCCO	TAIWAN
BOTSWANA	GUADELOUPE	MOZAMBIQUE	TANZANIA UNITED
BOUVET ISLAND	GUAM	NAMIBIA	REPUBLIC OF
BRAZIL	GUATEMALA	NAURU	THAILAND
BRITISH VIRGIN ISLANDS	GUERNSEY	NAVASSA ISLAND	TOGO
BRUNEI	GUINEA	NEPAL	TOKELAU
BULGARIA	GUINEA BISSAU	NETHERLANDS	TONGA
BURKINA	GUYANA	NETHERLANDS ANTILLES	TRINIDAD AND TOBAGO
BURMA	HAITI	NEW CALEDONIA	TROMELIN ISLAND
BURUNDI	HEARD ISLAND AND	NEW ZEALAND	TRUST TERRITORY OF
CAMBODIA	MCDONALD ISLA	NICARAGUA	THE PACIFIC
CAMEROON	HONDURAS	NIGER	TUNISIA
CANADA	HONG KONG	NIGERIA	TURKEY
CAPE VERDE	HOWLAND ISLAND	NIUE	TURKS AND CAICOS
CAYMAN ISLANDS	HUNGARY	NORFOLK ISLAND	ISLANDS
CENTRAL AFRICAN	ICELAND	NORTHERN MARIANA	TUVALU
REPUBLIC	INDIA	ISLANDS	UGANDA
CHAD	INDONESIA	NORWAY	UNION OF SOVIET
CHILE	IRAN	OMAN	SOCIALIST REPU
CHINA	IRAQ	PAKISTAN	UNITED ARAB EMIRATES
CHRISTMAS ISLAND	IRELAND	PALMYRA ATOLL	UNITED KINGDOM
CLIPPERTON ISLAND	ISRAEL	PANAMA	URUGUAY
COCOS (KEELING)	ITALY	PAPUA NEW GUINEA	USA
ISLANDS	IVORY COAST	PARACEL ISLANDS	VANUATU
COLOMBIA	JAMAICA	PARAGUAY	VATICAN CITY
COMOROS	JAN MAYEN	PERU	VENEZUELA
CONGO	JAPAN	PHILIPPINES	VIETNAM
COOK ISLANDS	JARVIS ISLAND	PITCAIRN ISLANDS	VIRGIN ISLANDS
CORAL SEA ISLANDS	JERSEY	POLAND	WAKE ISLAND
COSTA RICA	JOHNSTON ATOLL	PORTUGAL	WALLIS AND FUTUNA
CUBA	JORDAN	PUERTO RICO	WEST BANK
CYPRUS	JUAN DE NOVA ISLAND	QATAR	WESTERN SAHARA
CZECHOSLOVAKIA	KENYA	REUNION	WESTERN SAMOA
DENMARK	KINGMAN REEF	ROMANIA	YEMEN
DJIBOUTI	KIRIBATI	RWANDA	YUGOSLAVIA
DOMINICA	KOREA DEMOCRATIC	SAN MARINO	ZAIRE
DOMINICAN REPUBLIC	PEOPLES REP	SAO TOME AND PRINCIPE	ZAMBIA
ECUADOR	KOREA REPUBLIC OF	SAUDI ARABIA	ZIMBABWE

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 1-B: Intermodal Service

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 2: Notice to Tariff Users

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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.

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 2A: Application of NRAs and Charges

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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.

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. 0  
Rule 2-010: Packing Requirements

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-020: Diversion by Carrier

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports en-route between Carrier discharging terminal and carrier's delivery terminal provided the NRAs are already provided for such destinations in individual commodity items.
2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the NRA applicable to the port of destination named in the bill of lading shall be assessed. In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or would have borne had the shipment cleared through the port originally intended.

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## Tariff Rule Information

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NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-030: Reserved for Future Use

**Effective: 19SEPT2022 Thru: Expires:09AUG2021 Publish: 19SEPT2022**

Reserved for future use

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-030: Booking Cancellation Fee (BCF) – No Show Fee (NSF)

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

Effective August 9, 2021, 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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NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 2-035:

Ocean Carrier Spot Pricing - Congestion Fees - Revenue Recovery Surcharges - Space Arrangement Fees

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

1. Ocean Carriers during the pandemic period commencing on or about February 2020 and currently 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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## Tariff Rule Information

024419

SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 2-040:

Container Capacity

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

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

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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 on or about November 15, 2021, and thereafter, until such Container Excess Dwell Rates are eliminated by the ocean carriers:

**These Dwell Fees 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 \$100)	
Increase per day-no limit)		

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
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AMENDMENT NO. O

Rule 2-050: Shipper Furnished Containers

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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 leaseholdship of the container offered for shipment.

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
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AMENDMENT NO. O

Rule 2-060: Measurement and Weight

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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-weighing, 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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 2-070: Overweight Containers

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-080: Shipper's Load And Count

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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 clausued, 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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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AMENDMENT NO. O  
Rule 2-100: Security Fees

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

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024419 SEA MARINE TRANSPORT, LLC  
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AMENDMENT NO. O

Rule 2-110: Restricted Articles

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
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AMENDMENT NO. O

Rule 2-120: Freight All Kinds (FAK)

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
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AMENDMENT NO. O

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

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
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AMENDMENT NO. O

Rule 2-140: AES USA EXPORT SHIPMENTS

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

Rule 2-150: DOCUMENTATION FEE

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

### AMENDMENT NO. O

Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

#### 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 transhipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.

#### C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

Non-vessel operating common carriers ('NVOCCs') that are licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective rules tariff, and has posted the required financial security with the FMC.

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



transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

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

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

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

**E. INDEMNIFICATION OF CARRIER.**

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

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

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## Tariff Rule Information

024419	SEA MARINE TRANSPORT, LLC NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 2-180:	U.S. CUSTOMS RELATED CHARGES

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419	SEA MARINE TRANSPORT, LLC NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 2-190:	LIEN NOTICE

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-200: Cargo Roll-Over Fee

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-210: Free Time Detention / Demurrage / Storage

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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 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.

If the Carrier asserts 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 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)

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-220: OSRA 2022 NVOCC Safe Harbor Demurrage Detention

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

If the 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 be 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 penalties.

If 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, Carrier may return non-compliant invoices to the vessel operator/terminal with the opportunity to make any necessary adjustments to have invoices become compliant with the new Regulations. Carrier may 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.

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 3: Rate Applicability Rule

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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.

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 4: Heavy Lift

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 5: Extra Length

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 6: Minimum Bill of Lading Charges

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 7: Payment of Freight Charges

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

### 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.

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## Tariff Rule Information

024419

SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 8: Bill of Lading Terms and Conditions

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

Carrier's bill of lading terms and conditions.

"Carrier" means, SEA MARINE TRANSPORT, LLC, acting as a non-vessel operating common carrier, as defined under the Shipping Act of 1984, 46 App. U.S.C. § 1702(17)(B) and OSRA 2022.

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**BILL OF LADING**

For Combined Transport or Port to Port Shipment  
Not Negotiable Unless Consigned to Order

(TERMS CONTINUED FROM REVERSE SIDE)

Vessel Flag Voy N.R.

Shipper

FORWARDING AGENT - REFERENCES

Consignee

Notify Party



**SEA MARINE TRANSPORT LLC**

FMC No. 024419

[www.seamarinetransport.com](http://www.seamarinetransport.com)

RECEIVED by the Carrier from the Merchant in apparent good order and condition insofar as ascertainable by reasonable means of checking. (Unless otherwise noted here in or made known to the Merchant in writing by the carrier) the Goods indicated below as stated by the merchant for carriage subject to all the terms and conditions hereof (including the terms on the reverse side and the terms of the Carrier's Applicable Tariff) from the place of receipt of the goods from the merchant to the place of delivery of the Goods to the Merchant by the carrier or so near thereto as the vessel may safely get and discharge and leave always afloat. The rights and liabilities arising in accordance with the terms hereof shall become binding in all respects between the carrier and the Merchant.

CONTAINERS AND/OR CARGO ON DECK. It is expressly agreed between the Carrier and the Merchant that the Goods can be loaded on or under deck at the Carrier's option whether or not so stated herein. In the event of carriage of the Goods on deck the Merchant expressly agrees that the Goods are so carried without liability to the Carrier for loss and/or damage howsoever caused.

IN CASE OF ON DECK SHIPMENTS to or from the United States of America the Merchant hereby expressly waives any warranty of seaworthiness of the vessel and carriage shall in all other respects be governed by the terms of this Bill of Lading and the provisions of the Carriage of Goods by Sea Act of the United States of America approved April 19 1936 notwithstanding clause 11 hereof.

ALL RISKS of loss and/or damage to the Goods inherent in such carriage shall be borne by the Merchant. It is further agreed between the Carrier and the Merchant that Goods carried on deck shall contribute in General Average as if they were carried under deck.

IN WITNESS whereof the number of original bills of lading stated below have been signed one of which being accomplished the others to be void.

Port of Loading	Port of Discharge	For Transhipment to	Place of Delivery	Export Reference
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**PARTICULARS DECLARED BY THE SHIPPER**

Container NR Seal NR. Marks and NR	NR and Kind of Pkgs	Description of Goods	Grossweight	Measurement (Cu.M.)
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SAID TO CONTAIN:

KGS

CBM

"All terms and conditions of the signed Booking Note are fully incorporate herein"

Container Basis Declared value of the goods at Merchant's option (clause 9.2 (c))

**RATES AND CHARGES**

Freight and charges	Rate	Per	Prepaid	Collect
			X	

Received by the carrier the goods as specified below in apparent good order and condition unless otherwise stated. to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this bill of lading to which the merchant agrees by accepting this bill of lading, any local privileges and customs notwithstanding. The particulars given below as stated by the shipper. Weight, contents and value of the goods are unknown to the carrier. In witness thereof (1) original bill of lading has been signed if not otherwise stated, the same being accompanied either by, or in lieu of, a receipt, as required by the carrier and (2) original bill of lading must be surrendered in exchange for the goods or delivery order. If negotiable, Carrier requires this bill of lading duly endorsed to be surrendered in exchange for the Goods or delivery order. If non-negotiable this bill of lading duly endorsed must be surrendered in exchange for the Goods or delivery order. If required by the Carrier.

THE MERCHANT'S attention is called to fact that according to Clauses 4, 6 and 9 of this Bill of Lading, the liability of the Carrier his agents and/or servants is in most cases limited in respect of loss and/or damage to the Goods during the Carriage. IN ACCEPTING this Bill of lading the Merchant expressly agrees that under no circumstances the Carrier shall be liable for delay in the delivery Goods to the Merchant or for consequential losses and/or damage of any nature whatsoever arising.

FOR EXCLUSIVE USE OF E.D.P.			Number of original Bs/1	B/L NR
Traffic Type	Payer	Region	THREE (3)	

## BILL OF LADING

### 1. CONDITIONS.

All agreements of freight engagements not expressly mentioned herein and relating to the Carriage of the Goods are superseded by this Bill of Lading and all the terms, stipulations, exceptions and/or conditions hereof whether written, stamped or printed are accepted and agreed by the Merchant to be binding as if signed by the Merchant, any local customs or privilege the contrary notwithstanding. The Titles of Clauses in this Bill of Lading have been printed for the convenience of the Merchant only and such titles shall not be considered binding for the purposes of construing or interpreting any clause and/or terms not words.

### 2. DEFINITIONS.

- (1) "CARRIER" means the party named on the face of this Bill of Lading as being the Carrier or any person deemed to be the Carrier under any applicable international convention or Law.
- (2) "Merchant" includes the shipper, holder, owner, consignee, consignor, receiver of the Goods or any person owing or entitled to possession of the Goods covered by this Bill of Lading and anyone acting on behalf of any such persons, firms or companies.
- (3) "Goods" means the cargo accepted from the shipper and includes any containers supplied or not by or on behalf of the Carrier.
- (4) "Container" includes any similar trailer, tank, flat box or pallet or any similar article of transport used the Goods.
- (5) "Carriage" means the whole of the operations and services undertaken by the Carrier in respect of the Goods.
- (6) "Combined Transport" as used herein refers to this contract of carriage when it covers the Carriage of the Goods from the place of receipt from the shipper to the place of delivery to the Merchant by the Carrier and by or onseunderlying Carriers.
- (7) "underlying Carrier" includes any water, rail, motor, air or othercarried utilized by the Carrier for any part of the Carriage of the Goodscovered by this Bill of Lading.
- (8) "Port to Port Shipment" arises when the Carriage called for by this Bill of Lading is not Combined Transport.
- (9) "Freight" includes all freight, charges and/or compensation due to the Carrier for the Carriage of the Goods.
- (10) "Hague Rules" means the provisions of the International Convention for the unification of Certain Rules relating to Bills of Lading datedBrussels, 25th August, 1924.
- (11) "Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February, 1968.
- (12) "COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 19th April, 1936.
- (13) "Vessel" means the vessel named in the face of this Bill of Lading or any other substitute of replacement vessel chosen by the Carrier to undertake all or part of the Carriage.

### 3. COMBINED TRANSPORT.

If the Carriage called for by this Bill of Lading is a Combined Transport, the Carrier undertakes to perform and/or in his then name to procure performance of the Carriage from the place of receipt or the port of loading, whichever is applicable, to the Port of Discharge or the Place at Delivery, whichever is applicable, and, save as is provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during the Carriage to the extent set out below.

- (a) Exclusions: If the stages of the carriage where the loss of damage occurred is not known, the Carrier shall be relieved loss liability for any loss or damage such loss or damage was caused by

- I. an act omission of the Merchant.
- II. Insufficiency or defective condition of packing or marking.
- III. Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.
- IV. Inherent vice of the Goods.
- V. Strike, lock-out, stoppage or restraint of labor.
- VI. A nuclear Incident
- VII. Any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence

#### (b) Burden of Proof.

The burden of proof that the loss or damage was due to one or more of the causes air events specified in this clause shall rest upon the Carrier. Save that if 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 (a) I, II, III or IV above, it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not in fact caused either wholly or partly by one or more of these causes or events.

#### (c) Limitation of Liability.

Except as provide herein, total compensation shall in no circumstances whatsoever and howsoever arising will exceed the amounts established in clause 9 below. If according to the circumstances at each case, the loss or damage could be attributed to one or more of the causes or events specified herein, it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss of damage was not, in fact, caused either wholly or partly by one or more of these causes or events. Notwithstanding the heading "Combined Transport Bill of Lading the provisions set out and referred to herein shall also apply, if the Carriage as described on the face of this Bill of Lading is performed by one mode of transport only.

### 4. EXEMPTIONS AND IMMUNITIES OF ALL SERVANTS AND AGENTS OF THE CARRIER.

It is hereby expressly agreed that to servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier), shall in any circumstances whatever be under any liability whatsoever to the Merchant or to any holder of this Bill of Lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment. Without prejudice to the generality of the foregoing provisions in this Clause, every exemption limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid. The Carrier or it shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid).

### 5. WARRANTY.

The Merchant warrants that in agreeing to the terms hereof that he is, or has the authority of, the person owning or entitled to possession of the Goods and his Bill of Lading.

### 6. CARRIERS TARIFF.

The terms of the Carriers applicable tariff are incorporated herein. Copies of the relevant provision of the applicable tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable tariff this Bill of Lading shall prevail.

### 7. SUB-CONTRACTING PARTIES OTHER THAN THE CARRIER

- (1) The Carrier shall be entitled to sub-contract or any terms the whole or any part all the Carriage, loading, unloading, storing, warehousing, handling and any all duties whatsoever undertaken by the Carrier in relation to the Goods.
- (2) It is understood and agreed by the Merchant that, other than Carrier, no person, firm or corporation or other legal entity whatsoever (including but not limited to the master, officers and crew of the Vessel, all agents and all terminal operators, stevedores and all other independent contractors whatsoever), is, or shall be deemed to be liable with respect to the Goods as Carrier is Carrier, bailee or otherwise. If, however, it shall be adjudged that any sub-contractor, firm, agent or corporation other than the Carrier is Carrier or bailee of the Goods, or under any responsibility with respect thereto, all exemptions and limitations of and the exoneration from liability provided for by the terms hereof shall be available to such sub-contractor, person, firm, agent or corporation. It is also agreed that nothing herein shall be construed to limit or to relieve them from liability to the Carrier for acts arising or resulting from their fault or neglect.
- (3) The expressions subcontractor in this clause shall include direct and indirect subcontractors and their respective servants, employees, and agents.

### 8. BASIC LIABILITY.

- (1) Subject to the limitation of liability provided herein, the Carrier shall be liable for loss or damage to the Goods occurring between the time when he receives the Goods into his charge and the time delivery is made to the consignee.
- (2) The Carrier shall, however, be relieved from liability for any loss or damage if such loss or damage occurred or resulted from:
  - (a) The wrongful act or neglect of the Merchant.
  - (b) Compliance by the Carrier of the instructions of the person entitled to give them by or on behalf of the Merchant.
  - (c) The lack of, or defective conditions of packing in the case of Goods which, by their nature, are liable or wastage or to be damaged when not packed or when not properly packed.
  - (d) Handling, loading, stowage or unloading of the Goods by, or on behalf of, the Merchant.
  - (e) Inherent vice of the Goods or of the cargo but not limited to decay and/or wastage.
  - (f) Insufficiency or inadequacy of marks or numbers on the Goods.
  - (g) Strikes, lock-outs stoppage or restraint of labour from whatever cause whether partial or general.
  - (h) Any cause or event which the Carrier could not avoid and the consequences he could not prevent by the exercise of reasonable diligence.

### 9. AMOUNT OF COMPENSATION AND LIMITATION OF LIABILITY

- (1) The Carrier shall in no circumstances be responsible for indirect or consequential loss or damage caused through mis-delivery, delay or damage to the Goods.
- (2) Insofar as loss of damage to or in connection with the Goods is caused during the period of the custody or carriage by Carrier, such compensation shall be calculated as follows:
  - (a) Where the Hague-Visby Rules or any other international convention applies hereunder by national law by virtue of Clause 28, the Carrier's liability shall in no event exceed the amounts provided in the applicable national law.
  - (b) Where Carriage includes Carriage to, from or through a port in the United States of America and US COGSA applies by virtue of clauses 28, Carrier shall not in any event be or become liable in an amount exceeding US\$500 per Package or customary freight unit.
  - (c) **AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT.** 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 Carrier may stipulate in Carrier's Bill of Lading on the front of the Bill of Lading, covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein. Where value is declared on any piece or package in excess of the 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 rate. If the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
  - (d) Where the British International Freight Association (BIFA) rules apply by virtue of clause 2, Carrier's compensation shall not exceed the limitation of liability of 2 SDR per kilo of the gross weight of any Goods lost or damaged by reference to the invoice value of the Goods plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.**IF NO LIMITATION AMOUNT IS APPLICABLE UNDER ANY OF THE ABOVE RULES OR LEGISLATION, THE LIMITATION SHALL BE US\$500 PER PACKAGE OR CUSTOMARY FREIGHT UNIT.**
- (3) In the event of liability for mis-delivery or package or unit limitation referred to under (b) above shall apply and time to institute suit against the Carrier shall expire one year from the date when the Goods should have been delivered to the correct party as provided herein.
- (4) The Carrier shall not be responsible on any loss, damage, or delay directly or indirectly caused by, or arising from strikes, lockouts, labour disturbances, trade disputes, or anything done in contemplation or furtherance thereof, whether the owners be parties thereto or not.
- (5) If the stage of the Carriage where loss of damage occurred is not known, the Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by any of the conditions stipulated in clause 9 (2) above. The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Bill of Lading shall rest upon the Carrier. Save that if the Carrier establishes that, in the International convention or national law which provision:
  - a) cannot be departed from by private contract to the detriment of the Merchant and
  - b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

If no international convention or national law applies, the Hague-Visby Rules shall apply. If the loss or damage is known to have occurred at sea or an inland waterways. For the above purposes, reference in the Hague-Visby Rules to carriage by sea shall be deemed to include references to carriage by inland waterways and the Hague-Visby Rules shall be construed accordingly.

### 10. PORT TO SPORT SHIPMENT.

If the Carriage called for by this Bill of Lading is a Port to Port Shipment, the liability (if any) of the Carrier for loss or damage to the Goods occurring from and during loading onto any vessel or vessel to and during discharge from that vessel or from another conveying vessel into which the Goods have been transhipped shall be determined in accordance with any national law making the Hague Rules compulsory applicable to this Bill of Lading, or in any other case in accordance with the Hague Rules. Notwithstanding the above, the Carrier shall be under no liability whatsoever for loss of damage to the Goods however occurring when such loss or damage arises prior to loading onto or subsequent to discharge from the Vessel.

### 11. METHODS AND ROUTES OF TRANSPORTATION

- (1) The Carrier may at any time and without notice to the Merchant:
  - a) Use any means of transport or storage whatsoever.
  - b) Transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel other than the vessel named in this Bill of Lading.
  - c) Proceed by any route in his discretion, whether or not the nearest or most direct or customary or advertised routes, and proceed to stay at any place or port whatsoever once or more often in any rotation including retracing of routes or routes already traveled.
  - d) Load and unload the Goods at any place or port (whether or not such port is named hereof as the port of loading or port of discharge), and to store the Goods in any such place or port.
  - e) Comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give such orders.
- (2) The liberties set out in sub-clause (1) may be evoked by the Carrier for any purpose whatsoever including undergoing repairs, lowering or being lowered, adjusting instruments, drydocking and assisting vessels in all situations, and anything done in accordance with the sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

**12. SUBSTITUTION, TRANSHIPMENT AND LIGHTERAGE.** It is specifically agreed, without any limitation, on the foregoing provisions of this Bill of Lading that all Goods, containers, trailers, vans and other cargo may be put ashore temporarily at any port of call for the purposes of facilitating the discharge or loading of other cargo. It is also agreed that the Carrier shall be entitled, but not obliged, to carry the Goods on several vessels or substitute any vessel or other means of transportation and to sub-contract on any terms which are reasonable in the circumstances the whole or any part of the Carriage and the duties undertaken by the Carrier in relation to the Goods. When agreed or customary the Carrier shall arrange lighterage.

If the chosen On-Carrier, Sub-Contractor or Lighter Owner, the Carrier establishes that, in the International convention or national law which provision of lighterage will actually be used, the Carrier's responsibility shall be limited to the part of the transport performed in his own vessel and the Carrier shall not be liable in respect, other parts of the transport even if all freight has been collected by him.

**13. OPTIONS OF STORAGE.** Goods may be Stowed by the Carrier as received or, at Carriers option, by means of containers of similar articles of transport used to consolidate Goods which, whether stored by the Carrier or received by him, is stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant. When Goods are carried on deck, any warrant of seaworthiness of the vessel being hereby expressly waived by the Merchant. Such Carriage shall in all other respects be governed by the terms of this Bill of Lading and the provisions of the Hague-Visby Rules, unless the Carriage is from or to any port of the United States of America in which case, the provisions of COGSA will apply. The Merchant agrees that the cargo can be stowed on or under deck unless express written notice has been given to the Carrier indicating stowage. The Goods and/or the containers shall contribute on General Average whether damaged on or under deck.

### 14. NOTICE OF LOSS OR DAMAGE AND TIME BAR.

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 general nature of such loss or damage is given in writing to the Carrier or to his representative at the place of delivery (or the port of discharge if no place of delivery is named on the face hereof) before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent within three working days thereafter. In any event the Carrier and the Vessel shall be discharged from liability in any capacity unless suit is brought within one year after delivery or the date when the Goods should have been delivered.

### 15. DISCHARGE AND NOTIFICATION.

- (1) Where the Carriage called for by this Bill of Lading is a port to port shipment the Carrier shall be at liberty to discharge the Goods or any part thereof at or on to any wharf, craft or place, on any day at any time whereupon the liability of the Carrier (if any) in respect of the Goods or part thereof discharged as aforesaid shall take delivery of the Goods upon discharge and all expenses incurred by reason of the Merchant's failure to take delivery of the Goods as aforesaid shall be for the Merchant's account.
- (2) Where the Carriage called for by the Bill of Lading is a Combined Transport, the Merchant shall take delivery of the Goods within the time provided for herein.
- (3) If the Merchant fails to take delivery of the Goods at the time and place when the Goods are delivered by the Carrier the Carrier is entitled to call upon the Merchant to take delivery thereof whether the Carriage called for by this Bill of Lading is a port to port shipment or combined transport. The Carrier shall be entitled without notice to unlash the Goods or part thereof which is stowed in containers and/or store the Good or part thereof afloat, in the open or under cover at the sole risk of the Merchant and the Goods. Such storage shall constitute due delivery hereunder and thereupon liability of the Carrier in respect of the Goods of that part thereof stored as aforesaid shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.
- (4) If the Merchant fails to take delivery of the Goods after 30 days of it becoming due under sub-clause (1) or (2) above or if in the opinion of the Carrier the Goods are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value whether the Carriage is a port to port shipment or a combined transport, the Carrier may without responsibility whatsoever attaching to him, sell or dispose of the Goods and apply the proceeds of the sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.
- (5) Where the place of receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage is not named on the face hereof. If the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage is not named on the face hereof.

### 16. DESCRIPTION OF GOODS.

- (1) This Bill of Lading shall be prima facie evidence of the receipt of the Goods by the Carrier as herein described in so far as he had reasonable means of checking the particulars as furnished by the Merchant. In respect of such particular proof to the contrary shall not be admissible when this Bill of Lading has been transferred for value to a third party who has not falsified the accuracy of the aforesaid particulars.
- (2) The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in custody by the Carrier, of the description of the Goods, marks, number, quality and weight, furnished by him, and the Merchant shall indemnify the Carrier against all loss, damage and expenses resulting from inaccuracies in such particulars. The right of the Carrier to such indemnity shall in no way limit his liability under this Bill of Lading to any person other than the Merchant.

### 17. DANGEROUS GOODS.

- (1) The Merchant shall inform the Carrier in writing of the exact nature of any dangerous Goods indicating the precautions to be taken. The Carrier must give a written consent to carry the dangerous Goods. The Merchant shall be liable for damage and expenses resulting from dangerous Goods which the Carrier did not know were dangerous or if the Merchant did not obtain the written consent of the Carrier to carry such Goods. Any Goods which were dangerous Goods on shipment or which later became dangerous may be destroyed or rendered innocuous without notice to the Merchant and without any liability whatsoever to the Carrier. The Merchant shall be liable to cover and reimburse the costs incurred by the Carrier in connection with the handling, storage or destruction of such dangerous Goods, irrespective of the fact that the Carrier in connection with the handling, storage or destruction of such dangerous Goods, irrespective of the fact that the Carrier shall be entitled to full freight.
- (2) No Goods which are or may become dangerous if inflammable or damaging (including radioactive material) or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for Carriage without express consent in writing and without the container or other covering in which the Goods are to be transported being distinctly marked on the outside so as to indicate the nature and characteristics of these Goods. If such articles are delivered to the Carrier without such marking, the Merchant shall be liable to indemnify the Carrier for the damage or destruction of such dangerous Goods, irrespective of the fact that the Carrier in connection with the handling, storage or destruction of such dangerous Goods, irrespective of the fact that the Carrier shall be entitled to full freight.
- (3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during carriage.
- (4) The Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this clause.
- (5) Nothing contained in this clause shall deprive the Carrier of any of the rights provided for in this Bill of Lading.

### 18. DECK CARGO AND LIVESTOCK.

Goods carried on deck, whether or not stated herein as such, as well as livestock, are carried without responsibility on the part of the Carrier for loss or damage or whatsoever nature arising during the Carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever. Livestock shall be carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction whatsoever arising even though caused or contributed to by the act, neglect, defaults of the Carrier, Master, officers and/or crew or by the unseaworthiness or unfitness of any vessel, craft, conveyance, container or other place existing at that time. In the event of the master in his sole discretion considering that any livestock is likely to be injured, craft or health of any other livestock may be destroyed and thrown overboard without any liability attaching to the Carrier nor to the Master, officers and/or crew. The Merchant shall indemnify the Carrier against the cost of veterinary services on the voyage and of providing forage for any period during which the Carriage is delayed or any reason whatsoever and of complying with the regulations of any authority of any country whatsoever with regard to such livestock.

### 19. HINDRANCES.

In order to perform the Carriage the Carrier shall be bound to use reasonable endeavors only. In the event of any hindrance, risk, delay or difficulty arising before or after commencement of the Carriage, the Carrier may if reasonably possible, try to avoid the hindrance, risk, delay or difficulty or if this is not reasonably possible or if an attempt has been unsuccessful, the performance of the Carriage is terminated and shall place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe. The Carrier shall have the liberty to comply with any orders or directions of any government or any committee or person purporting to be under the terms of the war risk insurance on the vessel, the right, to give such orders or directions. In any event the Carrier shall be entitled to the payment of Freight in full and to compensation for extra costs incurred in such circumstance. Without prejudice to any rights or privileges of the carriers covered under the bill of lading, dock receipts or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbour disturbances, widespread electrical power failures affecting port operations, Acts of God including earthquakes, extreme weather conditions, or other natural catastrophes, regulations of any governmental authority pertaining thereto or any other official interference shall deem safe. The Carrier shall have the liberty to comply with any orders or directions of the carriers operators, the carrier reserves the right to cancel any outstanding booking or contract of carriage, or to route shipments by any other means of transportation whether by all-water, air-water or land-water in accordance with rates, charges, rules and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to bill of lading provisions set forth in the governing bill of lading and tariff that are applicable to actual routing of the cargo.

### 20. SPECIAL HEATING, COOLING AND VENTILATING.

- (1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice either nature and particular temperature range to be maintained during the Carriage and in the case of temperature controlled containers stuffed by or on behalf of the Merchant, the Merchant further undertakes that the containers have been properly prepared, that the Goods have been properly stuffed in the containers and that then thermostatic controls have been properly stuffed in the containers and that their thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall be liable for any loss or damage to the Goods caused by such non-compliance.
- (2) The Carrier shall not be liable for any loss of or damage to the Goods howsoever caused including but not limited to arising out of defects, derangement, breakdown and/or stoppage of the temperature controlling machinery, plantinstration or any apparatus of the containers, provided that the Carrier shall before, or at the beginning of the Carriage exercise due diligence to maintain the refrigerated containers in an efficient state.

### 22. FREIGHT AND CHARGES.

- (1) Freight whether actually paid or not shall be considered fully earned upon loading and non-returnable in any event. The Carrier's claim for any charges or compensation under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred or the compensation has become due.
- (2) Any dues, duties, taxes and charges which may be levied on any basis such as amount on freight or weight of cargo shall be paid by the Merchant. If paid by the Carrier, any such charge shall be refunded by the Merchant.
- (3) The Merchant shall be liable for all dues and charges which the Carrier, vessel, or the Goods may incur through non-compliance by the Merchant with Customs and/or Port Authorities and/or Import or export regulations.
- (4) The Carrier is entitled, in case of incorrect declaration of contents, weights, measurements or value of the Goods to claim double the amount of freight which would have been due if such declaration would have been given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement value verified.
- (5) Full freight shall be paid on lost, damaged and/or un-sound Goods regardless of the cause or Origin of the loss or damage to the Goods.
- (6) Goods once shipped cannot be taken back except on the Carrier's consent and payment of full freight and any extra expenses incurred by the Carrier.
- (7) If on the date of actual freight payment the value of the currency in which the freight rate has been quoted has decreased as compared with U.S. Dollars, the amount of freight shall be increased correspondingly. This comparison shall be made as between the mean buying and selling exchange rates in respect of telegraphic transfers as quoted by the Bank of America at New York City at 12:00hrs local time on the above mentioned date. If no such bank's rate is in effect when quoted the rate of the next quotation thereafter shall be taken. The same shall apply to charges made in currencies other than U.S. Dollars.

### 23. LIEN.

The Carrier shall have a general lien on all property (and documents relating thereto) of Merchant, in its possession, custody or control or en route, for all claims for Charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier shall be entitled to sell the goods privately or by auction, without prior notice to the Merchant, as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

### 24. LOADING, DISCHARGE AND DELIVERY.

Loading and discharge shall be arranged by the Carrier unless otherwise agreed and may commence without previous notice of arrival, discharge or disposition of the Goods. All Charges and expenses of whatsoever nature connected with the loading and/or discharge, subsequent custody and delivery and other disposition of the Goods, shall be at the expense of the Merchant and payment of any such charges, losses or expenses of a General Average nature that may be made or incurred and shall pay the Carrier when same are received by either the consignee, the agent, customs or port authority or any party customarily entitled to receive goods.

### 25. AMENED JASON CLAUSE AND GENERAL AVERAGE.

In the event of accident, danger, damage or disaster, before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not or which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Goods, shippers, consignees, or owners of the Goods shall contribute to the Carrier in General Average the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a saving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said saving vessel or vessels belonged to strangers. Such deposit as the Carrier or its agent may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, be required to be made by the Merchant to the Carrier before delivery. General Average shall be adjusted, stated and settled according to the York-Antwerp Rules 2016, at the port of New York, N.Y. or at the last port of discharge at Carrier's option and as to matters not provided for in these Rules, according to the Laws and usages of the port of place of adjustment of the General Average at the option of the Carrier.

### 26. WAIVER OF TERMS.

No servant or agent of the Carrier shall have power to waive or vary any of the terms of this Bill of Lading. Unless such waiver or variation is in writing and is specifically relied upon by an authorized officer of the Carrier, the waiver or variation shall be of no effect.

### 27. VALIDITY.

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body such invalidity or unenforceability shall not affect the validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provisions were not contained therein.

### 28. CLAUSE PARAMOUNT

A. To and from non-United States Ports. As far as this Bill of Lading covers the Carriage of Goods by sea to and from non-United States ports by the Carrier and any Participating Carrier, the Contract evidenced by this Bill of Lading shall have effect subject to the Hague-Visby Rules or any other international rules, if and as enacted in the country of shipment and any legislation making those Rules compulsorily applicable to this Bill of Lading shall be deemed incorporated therein and made part of this Bill of Lading contract. When no such enactment is in force in the country of shipment, the Hague-Visby Rules or any other applicable rules will apply. The Hague-Visby or any other applicable rules shall also govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier. The Hague-Visby Rules or any other applicable rules shall also apply to the Carriage of Goods by inland waterways and references to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways.

B. To and from United States Ports. If the Carriage called for in this Bill of Lading is a shipment to or from the United States, the liability of the Carrier shall be exclusively determined pursuant to COGSA and the Pomerene Act (49 U.S.C. §80101 et. seq.) for both export and import cargo moving to/from the United States; and Article 7-301 of the Uniform Commercial Code. The provisions cited in the Hague Rules and COGSA shall also govern before the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier.

C. Other Applicable Laws. The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitation of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation of any country (including, but not limited to, the laws of Mexico, and where applicable any provisions or sections 4281 & 4282, inclusive, of the Harter Act of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessel on which the Goods are carried, or Carrier.

### 29. WARRANTIES DEVIATION CLAUSE.

The Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call stoppages, destination, delivery or otherwise howsoever given by the government of the nation under whose flag the Vessel sails or any department thereof, or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or persons having, under the terms of the war risk insurance on the Vessel, the right to give such orders or directions and if by reason of and in compliance with any in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight shall be payable accordingly.

### 30. LAW AND JURISDICTION, FILING CLAIMS.

Any claim or dispute arising under this Bill of Lading shall be determined exclusively according to the laws of the United States of America and the Merchant agrees that any suits against the Carrier shall be brought in the United States District Court for the Southern District of Texas, Houston Division, which shall have exclusive jurisdiction. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriage, including such carriers' terms of carriage, forum selection and limits of liability. Carrier reserves the right to bring suit against the Merchant for the collection of freight or other charges in any venue having jurisdiction over Merchant.

## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 9: Freight Forwarder Compensation

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 10: Surcharges, Assessorial and Arbitraries

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 10-A: Surcharges, Assessorial and Arbitraries

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 11: Minimum Quantity Rates

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

Carrier may charge minimum quantity rates as specified in each individual NRA.

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 12: Ad Valorem Rates

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 13: Transshipment

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

Not Applicable.

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## Tariff Rule Information

024419	SEA MARINE TRANSPORT, LLC NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 14:	Co-Loading in Foreign Commerce

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419	SEA MARINE TRANSPORT, LLC NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 15:	Open Rates in Foreign Commerce

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

Not Applicable.

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## Tariff Rule Information

024419	SEA MARINE TRANSPORT, LLC NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 16:	Hazardous Cargo

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier.
2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities.
3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier cannot provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is not in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.
5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:
  - Classes A and B Explosives
  - Radioactive Substances (IMCO Class No. 7)
7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation MUST be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
  - A. U.S. Coast Guard Regulations (46 CFR §§146-179).
  - B. U.S. Department of Transportation Regulations (49 CFR §§170-179).
  - C. the International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization).
  - D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities,
  - E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt,
  - F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of 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.

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 16-A: Ocean Carriers Hazardous Cargo Penalties

Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022

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:

- i) Mis-declaring hazardous cargo for any reason,
- ii) Not declaring hazardous cargo,
- iii) Booking and declaring a commodity is "Non-Hazardous cargo" while commodity identified is 'Hazardous cargo',
- iv) Booking and declaring commodity is Hazardous cargo with incorrect IMO Class or UN No.,
- v) Informing ocean carrier to amend cargo property, from dry cargo to hazardous cargo,
- vi) Informing ocean carrier to modify or add IMO/UN No.,
- vii) Identification from the Maritime Safety Administration of China, or any other governmental department authority to confirm the mis-declaration,
- viii) Amendment of commodity character or IMO/UN No. on booking information, shipping instructions and bills of lading; and
- ix) Untimely, incorrect, and incomplete commodity and cargo property declarations made to Carrier or any other acts, statements, omissions by shipper upon which Carrier relied which results in any penalty to Carrier by ocean carriers for the matters identified directly or impliedly in this Rule are shipper's liability.

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 17: SOLAS Regulations

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

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

Method 1: After packing and sealing a container, the shipper may weigh or arrange a third party to weigh the packed container or

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

3. Carrier will rely on the accuracy of the shipper's VGM details furnished to SEA MARINE TRANSPORT, LLC Carrier will tender such details to the vessel operator or any other entity which requires or relies upon this information. In case the VGM details are not made available timely or are not accurate, Carrier will not be allowed to load the container(s) on board of the planned vessel. A subsequent delay of the shipment might occur, and non-compliance may result in additional costs for but not limited to stevedoring, transportation, storage, weighing as well as penalties and/or administrative charges. SEA MARINE TRANSPORT, LLC.

4. Shipper undertake to comply with SOLAS Chapter VI Regulation 2 and agree to indemnify and will hold SEA MARINE TRANSPORT, LLC harmless from and against all liabilities, damages, claims suits, actions, losses, fines, penalties, associated costs, and additional costs arising from inaccurate, incomplete or delayed VGM details and from non-compliance with SOLAS requirements.

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 18: Returned Cargo in Foreign Commerce

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES 024419 - Between (US and World)  
AMENDMENT NO. O  
Rule 19: Shippers Requests in Foreign Commerce

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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.

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024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)  
AMENDMENT NO. O  
Rule 20: Overcharge Claims

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
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AMENDMENT NO. O

Rule 21: Use of Carrier Equipment

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 22: Automobile Rates in Domestic Offshore Commerce

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

Not Applicable.

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## Tariff Rule Information

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

AMENDMENT NO. O

Rule 23: Carrier Terminal Rules and Charges

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

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

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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. 2013100014**

3. Issued By: American Alternative Insurance Corporation

Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is Sea Martine Transport, LLC, 4900 Woodway Drive, Suite 1110, Houston, TX 77056.

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
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AMENDMENT NO. O

Rule 25: Certification of Shipper Status in Foreign Commerce

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 26:

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

Reserved for future use

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 27: Loyalty Contracts in Foreign Commerce

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

Not Applicable.

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
AMENDMENT NO. 0 NRA RULES TARIFF NO. 002 - Between (US and World)  
Rule 28: Definitions  
**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

**CARRIER** - means SEA MARINE TRANSPORT, LLC

**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 SEA MRINE TRANSPORT, LLC, a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC Organization Number 024419.

**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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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
 AMENDMENT NO. 0 NRA RULES TARIFF NO. 002 - Between (US and World)  
 Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

### EXPLANATION OF ABBREVIATIONS

Ad Val	Ad Valorem	K/T	Kilo Ton
AI	All Inclusive	LCL or LTL	Less than Container Load
BF	Board Foot or Board Feet	LS	Lumpsum
B/L	Bill of Lading	L/T	Long Ton (2240 Lb)
BAF	Bunker Adjustment Factor	M	Measure
BM	Board Measurement	Max	Maximum
C	Change in tariff Item	MBF or MBM	1,000 Feet Board Measure
CAF	Currency Adjustment Factor	Min	Minimum
CBM, CM or M3	Cubic Meter	MM	Millimeter
CC	Cubic Centimeter	MQC	Minimum Quantity Commitment
CFS	Container Freight Station	N/A	Not Applicable
CFT	Cubic Foot or Cubic Feet	NRA	Negotiated Rate Arrangements
CLD	Chilled	NSA	NVOCC Service Arrangements
CM	Centimeter	NHZ	Non-Hazardous
CU	Cubic	NOS	Not otherwise specified
CWT	Cubic Weight	OT	Open Top
CY	Container Yard	P	Pier
D	Door	Pkg	Package or Packages
DDC	Destination Delivery Charge	PRC	People's Republic of China
E	Expiration	PRVI	Puerto Rico and U.S. Virgin Islands
ET	Essential Terms	R	Reduction
Etc	Et Cetera	RE	Reefer / Refrigerated
FAK	Freight All Kinds	R/T	Revenue Ton
FAS	Free Alongside Ship	RY	Rail Yard
FB	Flat Bed	SL&C	Shipper's Load and Count
FCL	Full Container Load	Sq. Ft	Square Foot or Square Feet
FEU	Forty Foot Equivalent Unit	S/T	Short Ton (2000 lbs.)
FI	Free In	SU or S/U	Set Up
FIO	Free In and Out	THC	Twenty Foot Equivalent Unit
FO	Free Out	TRC	Terminal Handling Charge
FOB	Free On-Board	USA	Terminal Receiving Charge
FMC	Federal Maritime Commission	USD	United States of America
FR	Flat Rack	VEN	United States Dollars
Ft	Feet or Foot	VIZ	Ventilated
GOH	Garment on Hanger	VOL	Namely
H	House	W	Volume
HAZ	Hazardous	W/M	Weight
I	New or Initial Tariff Matter		Weight/Measure
K/D	Knocked Down		
Kilos	Kilograms		

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## Tariff Rule Information

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NRA RULES TARIFF NO. 002

AMENDMENT NO. O

Rule 30: Access to Tariff Information

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

This tariff is published on the Internet website of SEA MARINE TRANSPORT, LLC at <http://www.seamarinetransport.com>. Please refer to the Tariff profile or Title page for additional contact information.

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## Tariff Rule Information

024419 SEA MARINE TRANSPORT, LLC  
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Rule 31-200: Reserved for Future Use

**Effective: 19SEPT2022 Thru: NONE Expires: NONE Publish: 19SEPT2022**

Rules 31-200 reserved for future use.

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