

# **Tariff Rules**

## **NVOCC Non-Vessel Operating Common Carrier:**

Rules Tariff (Tariff Rules Number 11-2024)

Tariff Title Page

Shipco Transport Inc.

FMC Org. No. 008352

From: Tariff Origin Scope

To: Tariff Destination Scope

Effective: April 1, 2024

Expiration: None

All information contained within this tariff is true and accurate and no unlawful alterations will be permitted.

For details of rates, please contact: [stifmcregs@shipco.com](mailto:stifmcregs@shipco.com)

## **NVOCC Non-Vessel Operating Common Carrier**

(Tariff Rules Number 11- 2024)

Naming Rules and Regulations between US Ports & Points and Worldwide Ports & Points.

- A. Carrier has opted to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements (NRA's) effective December 21, 2013.
- B. NVOCC NRA means the written and binding arrangement between an NRA shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on or after receipt of the cargo by the carrier or its agent (originating carrier in the case of through Transportation).
- C. Carrier's Rules are provided free of charge to Shipper at [www.Shipco.com](http://www.Shipco.com) containing the terms and conditions governing the charges, classifications, rules, regulations, and practices of carrier.
- D. Carrier shall issue booking confirmations, quotations, e-mails, and possibly other written communications, which collectively shall be considered an NRA, and which will constitute an offer by Carrier to shipper of transportation services pursuant to 46 C.F.R. §520.13 and

§532 agreed to by Shipper. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper to this offer, and the terms of the NRA shall bind the parties.

**Publishing Office:**  
**Shipco Transport, Inc.**  
**80 Washington Street Hoboken, NJ 07030**  
**Phone: 201-216-1500**

**Scope:**

*Filing Information:*

*Effective Date: April 1, 2024*

Rules, regulations and NRA's published herein apply between United States Atlantic and Gulf Coast Ports, United States Pacific Coast Ports, and Great Lake Ports and Inland Ports (See Paragraph A) and Worldwide Ports and Points.

Service:

Motor/Ocean, Ocean/Motor, Rail/Ocean, Ocean/Rail and Rail/Motor/Ocean combinations of service with single factor through rates as specified in the NRA's.

Interchange Ports:

United States Atlantic, Gulf, Pacific and Great Lakes Ports.

Liability:

Carrier shall be liable to Shipper for Rail and/or Motor movements in accordance with the terms and conditions of the Carrier's Combined Transport Bill of Lading or other applicable transport document issued by Carrier.

A. Worldwide Ports And Points:

The geographic scope of the NRA shall cover the Trade between ports and points served via such ports in the United States and any ports or points served via such ports worldwide, on one hand, and between ports or points served via such ports worldwide and ports or points served via ports in the United States, on the other hand.

# **Application of NRA's and Charges**

*Filing Information:*

*Effective Date: April 1, 2024*

1. NRA's apply from the time of booking. If there are any changes a new NRA will be issued.
2. NRA's are stated in the terms of U.S. Currency and apply per 1,000 kilos (W) or 1 Cubic Meter (M), as indicated, whichever 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.
3. Except as otherwise provided, NRA's do not include Marine Insurance or Consular Fees.
4. For Outbound Cargo, description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Custom and Border Protection Declaration or Shippers Export Declaration covering the shipment. Carrier will verify the Bill of Lading description with the validated United States Custom Declaration, Custom Entry or Shippers Export declaration including Schedule "B" Number and Dock Receipt. Shipper amendments in the description of goods will only be accepted if validated by United States Customs and Border Protection.
5. Force Majeure Clause: Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent or threaten to prevent them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labor of any kind; civil disturbance, riot, war (whether declared or recognized by any political authority or government or not), rebellion, armed conflict, any act of terrorism, or any act of violence or threat;

any circumstances or event involving nuclear radiation or substances; pandemic, Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any encumbrances; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibiting or impeding acts of state or governmental action.

6. For the movement of cargo From/To Inland Points, at Shipper's request, the Ocean Carrier will arrange for transportation via Overland Carrier. Overland Carriers will be utilized on an availability of service basis and NOT restricted to any preferred Carriers, except as Carrier deems as necessary to guarantee safe and efficient movement of said cargo.
7. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of goods shall be within the sole discretion of the Carrier.

Any tollage, wharfage, handling and/or other charges/surcharges 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 Lading in connection with the storage, handling, and receipt of cargo before loading on the vessel shall be for the account of the Cargo, and if such charges are assessed against the vessel, the Carrier shall in turn bill and collect the same charges in its full amount from the Shipper. Any additional charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

## 8. **Bill(s) Of Lading:**

*Filing Information:*

*Effective Date: April 1, 2024*

### 1) DEFINITIONS

**Bill:** This Bill of Lading and terms, issued or intended to be issued by the Carrier on behalf of Merchant. **Carrier:** The company stated as Carrier on the reverse of this Bill as signed by Carrier or their agents. This is not indicative of Carrier's legal capacity.

**CFU:** Customary Freight Unit as applied under COGSA for Goods not in packages and includes a shipping unit.

**Charges:** Any charges relating to or directly or indirectly connected to the Goods or Services, excluding Freight. These include but are not limited to charges that are: as provided by Carrier's tariff, dead freight, ad valorem, less than full container load service, currency adjustment factor, bunker adjustment factor, surcharges, any insurance charges; amending the Bill, handling, storage, demurrage, detention, any inspection; special freight for Services for special containers; return Freight; charges arising from sale or disposition of Goods and any other Charges or expenses whatsoever, directly or indirectly arising in relation to the Goods or Services.

**COGSA:** The Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936 and any amendments thereto.

**Container:** Any container, trailer, semi-trailer, swap body, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate or transport Goods and any connected/installed equipment thereof.

**Defences:** Without limitation all rights, immunities, exclusions, exemptions, monetary limitations, defences, and limitations of or exoneration from/to liability, provided by law and/or any terms of this Bill or contract which might abate, bar, defeat, exonerate or reduce any liability of Carrier. This also includes without limitation the Bill's Law & Jurisdiction clause.

**Force Majeure:** Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevents or threatens to prevent them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labour of any kind; civil disturbance, riot, war (whether declared or recognised by any political authority or government or not), rebellion, armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; Act of God, fire,

explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any encumbrances; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibiting or impeding acts of state or governmental action. Freight: The ocean and land-side carriage costs booked, excluding Charges.

Goods: In whole or in part, any moveable property of whatsoever type or nature supplied by or on behalf of Merchant. Includes without limitation any Container not supplied by Carrier.

Hague Rules: Provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

Hague-Visby Rules: Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and any subsequent amendments thereto.

Livestock: Any Goods that are living creatures or organisms.

Merchant: The shipper, the consignee, the receiver of the Goods, the holder of this Bill, any Person owning or entitled to the possession of the Goods or this Bill, any Person having a present or future interest in the Goods or Bill or any Person acting on behalf of any of the foregoing Persons.

Package: For limitation purposes: (i) The Container when the Goods are shipped in a Container. (ii) Where the Container is adjudged not to be a Package for limitation, then the skid, pallet, flat or other device used to consolidate the Goods to facilitate handling and transportation, whether such units of consolidation are disclosed in any portion or column on the reverse side hereof or not. (iii) Where there are no units of consolidation, then any box, carton, drum or any other packaging preparation used to facilitate the handling and transportation of the Goods. (iv) These package definitions do not apply to Goods shipped in bulk, and they supersede any inconsistent provision which may be printed, stamped or written elsewhere in this Bill. Person(s): In whatever capacity individually or collectively any of the following: person, individual, limited liability company, business or partnership, joint venture, association, trust, government authority, body corporate or any entity or organisation and any of the foregoing's servants and agents.

Port Area: The period whilst within the confines of a port following delivery by the inland carrier to the port but prior to loading on the Vessel and also subsequent to discharge from the Vessel but prior to delivery from the port to the inland carrier,

including but not limited to carriage to or from any container yard or container freight station within the port area and whilst stored or handled at such area, yard or freight station.

Port to Port Shipment: When only the port of loading and the port of discharge are shown on the reverse hereof and the place of acceptance and the final destination are unstipulated.

Service Provider(s): Excluding Carrier but otherwise includes but is not limited to any: Person, but excluding any government authority; or carrying or non-carrying Vessel, charterers, slot charterers, operators, managers, owners; stevedores or terminals; or groupage operators, road or rail transport operators; warehousemen; or any independent contractors or bailees; all parties' servants or agents including but not limited to Carrier's servants or agents, of whatever type appointed by or on behalf of Carrier to perform the Services and whether in direct contractual privity with Carrier or not.

Services: All and every services or operations of whatsoever type or for any mode, and executed in any legal capacity including but not limited to ocean and inland carriage, transport, handling, warehousing and agency services undertaken or performed by or on behalf of Carrier or Service Provider in respect of or related to the Goods or any transaction or the acceptance of Merchant's instructions in the course of business whether gratuitous or not, singly or combined.

Special Drawing Rights (SDRs): As defined by the International Monetary Fund.

Stuffed: Filled, consolidated, packed, loaded, stowed or secured.

Through Transport: Arises where the Services extend beyond a Port to Port Shipment.

Vessel: Any waterborne craft used for Services under this Bill including but not limited to ocean vessels, feeder vessels, barges and other inland water vessels, and substituted vessels, whether named in Bill or not.

## 2) CARRIER'S TARIFF

The provisions of Carrier's tariff are incorporated herein. A copy of the tariff is available at Carrier's website as stated on the reverse hereof or otherwise upon request and is obtainable from any regulatory body with whom the tariff has been filed. In the case of inconsistency or conflict or contradiction between this Bill and the tariff, the terms of this Bill prevail.

### 3) WARRANTY OF AUTHORITY

Merchant warrants and agrees that they are or have the necessary authority to enter into any contract of Services and that they are jointly and severally bound by these terms.

### 4) NON-NEGOTIABILITY OF BILL OF LADING

This Bill is non-negotiable, unless made out "to order" or to "Bearer" in which case it is negotiable and constitutes title to the Goods. The lawful holder of a negotiable Bill is entitled to receive or to transfer the Goods herein described. Unless the Merchant requests to the contrary and such request is agreed in writing by Carrier, if on the reverse the Bill is consigned directly to a named or nominated party or the Bill is described as "Express" then this Bill is non-negotiable and delivery may be made to the named or nominated party on reasonable proof of identity and without presentation of the Bill. Merchant agrees that such delivery shall constitute due delivery hereunder.

### 5) CERTAIN RIGHTS AND IMMUNITIES FOR CARRIER AND OTHER PARTIES

5.1 Carrier is entitled to sub-contract on any terms whatsoever the whole/part of Services to any Service Provider.

5.2 It is warranted and agreed by Merchant that: (i) the Carrier's servants or agents and all Service Providers appointed by or on behalf of Carrier for any Services, in consideration flowing from such appointment, are entitled to the benefit of all Defences and liberties hereunder: (ii) in no circumstances will any Person covered by clause 5 have any liability whatsoever or howsoever caused that is greater than that of Carrier to anyone other than Carrier.

5.3 The Defences and liberties provided in the Bill apply in any action against any Person covered by clause 5 whether based in contract, tort, indemnity, contribution, or any other cause of action.

### 6) CARRIER'S RESPONSIBILITY

6.1 (i) Merchant warrants and agrees: that Carrier is a non-vessel owning common carrier and does not own, operate, charter or lease Vessels or other modes of transport, or engage in Goods handling or storage. Carrier as agents of Merchant will at their choice & discretion procure contracts with Service Providers or where necessary, and without liability for, government authorities on Merchant's behalf for any Services. Merchant is bound by and Carrier is entitled to any Defences in any tariffs, bills of lading or contracts by which such Service Providers or authorities are engaged to perform all or part of the Services. (ii) In all cases copies of the Service Providers'/authorities' contracts, tariffs or bills of lading are available on request.

(iii) When Hague or Hague-Visby Rules or COGSA regimes compulsorily apply, it is confirmed that liability of Carrier for loss of or damage to the Goods under (a) COGSA, does not exceed US\$500 per Package or CFU and (b) the Hague-Visby Rules does not exceed 666.67 SDRs per Package or 2 SDRs per kilogram of gross weight of the Goods, whichever is the higher and (c) the Hague Rules as compulsorily applicable. Outside of these regimes this Bill imposes other limits. Notwithstanding, Merchant can elect to have higher compensation by declaring the value of the Goods in accordance with clause 8.3; (iv) Merchant's attention is drawn to limitations and exclusions herein, in clauses (amongst others) 6,7,7.4, 8 & 10.

## 6.2 Port to Port Shipments

6.2.1 US shipments: If Bill includes carriage to/from the USA, Bill is subject to COGSA, the terms of which are incorporated herein and are paramount throughout the carriage by sea and for the entire time that Goods are in the actual custody of the Carrier or the Service Provider, including before loading onto or after discharge from the Vessel, in the Port Area.

6.2.2 Non-US shipments: In so far as Bill relates to carriage that is not to or from the USA; (i) Bill is subject to any law making the provisions of the Hague Rules or the Hague-Visby Rules compulsorily applicable to Bill, and (ii) in respect of the period whilst Goods are in the Port Area and where the Hague Rules or Hague-Visby Rules are not compulsorily applicable, then Merchant appoints Carrier as agent to enter into any contracts on their behalf with any Person or applicable Service Provider for any Services and on any terms whatsoever including terms less favourable than the terms in this Bill (copies of such terms being available on request). (iii) (a) Carrier has no liability whatsoever for loss, damage, delay, non-delivery or mis-delivery of or to the Goods howsoever caused before loading onto or after discharge from the Vessel whilst at the Port Area, unless Goods are in Carrier's actual possession. (b) In the event that clause or part of clause 6.2.2 is not applicable or enforceable, then clause 7.4 applies.

6.2.3 Subject to any compulsory law, Hague and Hague-Visby Rules or COGSA (as applicable) shall also extend to any lighterage services and any waterborne carriage and to any coastal traffic or inland waterways. Reference to carriage by sea in the Hague or Hague-Visby Rules, COGSA or relative national law is deemed to include inland waterways.

6.2.4 Carrier is entitled to (and nothing herein operates to deprive or limit such entitlement) the full benefit and rights to all Defences and all rights conferred by any applicable law or regulation of any country (including but not limited to any provisions of Chapter 305 of Title 46 of the United States Code and any amendments thereto) and without prejudice to the generality of the foregoing also the benefit of any law or regulation whatsoever that is available to any Service Provider, including but not limited

to the London Limitation Convention 1976 or any applicable convention or law governing the rights of shipowners or charterers to limit their liability in accordance with the Vessel's tonnage or value.

### 6.3 Through Transport

6.3.1 Carrier's Port to Port & Port Area liability for Through Transport is as per clause 6.2.

6.3.2 If for any reason clause 6.1(i) does not apply with regard to any Services and subject to clause 8.3, Merchant nevertheless acknowledges and agrees that Carrier's liability is determined in accordance with:

(i) the contracts, tariffs, or bills of lading of any responsible Service Provider (& clause 6.1(ii) applies) or

(ii) for shipments to or from the United States in accordance with the liability standards and defences of COGSA, or (iii) for monetary limitations clause 7.4 herein, whichever imposes the least liability on the Carrier, and (iv) where a Service Provider's lower monetary limitation is applicable Carrier is entitled to avail itself of such lower liability and under no circumstances whatsoever shall Carrier be liable to a greater extent than it can recover from the actual Service Provider engaged to perform all or part of the Services.

6.3.3 Subject to any compulsory legislation to the contrary and without prejudice to any other provisions of this Bill, if the place where the loss or damage occurred cannot be proven then Carrier's monetary liability will be determined by clause 7.4.

6.3.4 If the place where the loss or damage occurred can be proved:

6.3.5 Subject to clause 7.6, the liability of Carrier shall be determined by the provisions contained in any International Convention or law that is compulsorily applicable.

6.3.6 If there is no International Convention or other compulsory law applying, then Carrier's liability is determined by the provisions of this Bill.

6.3.7 Notice of Opting out of Carmack Amendment/ICC Termination Act of 1995: Where Through Transport commences or terminates in the United States, should for any reason it be determined that Carmack applies to the Services or this Bill, then the following applies: (i) Carrier shall arrange transport with US land Service Providers, either as exempt carriage as defined by 49 U.S.C. Section 13506, or if not so exempt, then as "contract carriage" as defined by 49 U.S.C. 13102(4), under this Bill. (ii) Merchant expressly waives all rights and remedies it may have as to Carrier and its appointed motor or rail carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C.

§ 14101(b)(1), each as amended from time to time.

## 7) GENERAL LIABILITY AND OTHER PROVISIONS

7.1 Where Carrier's liability arises from a cause which is only contributory, Carrier is only liable to the extent that those factors have contributed to the loss or damage.

7.2.1 Subject to any Carrier's Defences, any agreed liability shall be calculated by reference to the value of the Goods as determined by any compulsory law applying or,

7.2.2 if there is no applicable compulsory law then by the FOB/FCA value of the Goods at the place and time at which they were accepted for Carriage, or

7.3 if 7.2.1 & 7.2.2 do not apply then the value shall be calculated by reference to the wholesale value of Goods of the same kind and quality at the time and place of shipment.

7.4 MAXIMUM OF MONETARY LIABILITY: 7.4 (i) Notwithstanding any term or limitation herein to the contrary except clause 6.2.1, and subject to: any higher value declared pursuant to clause 8.3; Hague Rules, COGSA or the Hague-Visby Rules or any other laws, when compulsorily applicable; clause 7.5, 10.9 and

19.3; or should any Defences herein be held to not apply, and without prejudice to any agency status of Carrier, the Carrier's maximum liability is as per clause 7.4 (ii).

7.4 (ii) Carrier's maximum liability for loss or damage or delay or mis-delivery or any other liability whatsoever in direct or indirect connection with or howsoever arising from (including without limitation from negligence of any kind) the Goods or Services will not in any circumstances whatsoever exceed a sum of (a) US\$500 per Package or CFU or (b) US\$2.00 per kilo of the gross weight of the Goods affected or

(c) the sum of Merchant's loss or the value of such Goods or (d) the Service Providers' monetary limits of liability, whichever is the least.

7.5 Carrier has no liability for correction costs for any erroneous shipment of Goods to an incorrect destination. Without prejudice to the foregoing or any other Carrier's rights and remedies, if Carrier is for some reason found liable in this respect, then any liability shall be limited to a maximum sum of US\$2,500.00.

7.6 (i) Where international transport conventions or international or national law are compulsorily applicable, the Bill still applies. (ii) If any conflict exists between the Bill and such compulsory conditions the latter prevails to the extent of the conflict, but no further. (iii) The Bill applies to any silence or gaps or omissions in provisions in such compulsory conditions.

7.7 It is warranted/agreed that superficial rust, oxidization, condensation, or any mould or any like condition due to moisture is not a condition of damage but is inherent

to the nature of particular Goods or transport conditions and any Carrier's or Service Provider's receipt of the Goods in apparent good order and condition is not a representation that such condition of Goods did not exist on receipt.

## 8) AD VALOREM, FORCE MAJEURE, EXCLUSIONS, DELAY, LIMITATIONS, AND TIME BAR

### 8.1 Force Majeure/Other Exclusions.

8.1.1 Carrier will be relieved from its duty to perform its obligations for the Services due to any Force Majeure event.

8.1.2 Under no circumstances whatsoever will Carrier have any liability directly or indirectly caused by:

(i) Force Majeure or (ii) Other Exclusions as defined in clause 8.1.3.

8.1.3 Without prejudice to any other Defences, rights or remedies available to Carrier, Other Exclusions means exclusions of liabilities or obligations that are directly or indirectly related, connected or attributable to or by: (i) any act or error or omission or instructions or advices or breach of contract or warranty whatsoever, of or from Merchant, (ii) wastage in bulk or weight, (iii) delay, (iv) betterment, (v) any loss, damage or delay arising from inherent defect or quality or vice or nature of the Goods or (vi) insufficiency of packing or insufficiency or inadequacy of marks, (vii) any abandonment by Merchant,

(viii) fire unless the fire was caused by the actual fault or privity of Carrier; (ix) any damage or loss or delay whatsoever and howsoever caused whilst the Goods are in the care custody or control of any government or other authority, including but not limited to government or other authority owned transit terminals, warehousing or during inspections by such government authority; (x) any liability NOT arising from or connected to the Carrier's negligence.

### 8.2 Delay/consequential & direct loss exclusions.

8.2.1 Carrier does not undertake or guarantee that the Goods or any documents relating thereto shall arrive or be available at any place or stage during the Services and by way of example and not by limitation at any particular time or to meet any particular requirement of any delivery, contract, sale, seasonal or other market, license, permission, convenience or credit of Merchant, or any marketing for or use of, the Goods.

8.2.2 In no circumstances whatsoever or howsoever caused (including negligence of any kind) will Carrier have any liability directly or indirectly caused by delay.

8.2.3 All exclusions of liability under this clause 8.2.3 by way of example and not limitation, apply to any losses that are direct and which flow from the natural cause of any breach or incident and also to indirect and consequential losses. These foregoing losses and any similar or like losses arising from any circumstance whatsoever are excluded (including but not limited to losses arising from negligence of any kind) whether or not the Carrier or the Merchant had knowledge or notice that all or any of the losses might be incurred: (i) Diminishment or loss of sale ability. (ii) Loss of or deferment of: profits, sales or income or savings, real or potential future business, use (including but not limited to any losses for remedy and any losses already incurred or ongoing because of such loss of use), reputation, goodwill or production or increased costs of production. (iii) Increased costs of production (iv) Without limitation any business, or factory or office or scientific or exploration activity or other work environment of any kind that suffers or is threatened by any failure, interruption, suspension or stoppage or closure, of any kind and howsoever arising. (v) Any corruption, stoppage, interruption or failure of any process or system, of any description including without limitation any IT system, programme, equipment or process. (vi) Any increase in value from actual value of Goods caused by replacement value or by betterment. (vii) Due to non-viability of repair costs. (viii) Statutory or punitive damages. (ix) Fines or penalties. (x) Any pure economic losses. (xi) Any consequential, indirect, incidental, special losses or damages.

8.2.4 Without prejudice to clause 8.2.2 or any other Carrier's rights and remedies whatsoever, if Carrier is for some reason found liable for delay, any such liability whatsoever or howsoever caused including but not limited to negligence of any kind, shall be limited to the Freight charged.

8.3 Ad Valorem: declared value for increased level of liability.

8.3.1(i) In connection with loss of or damage to Goods the Merchant may request and obtain an increased level of liability higher than that otherwise provided for in this Bill, only by declaring in writing the value of the Goods and paying any additional Charges. Such request must be agreed in writing by Carrier prior to rendering Services. Such agreed declared value shall be substituted for the limits of liability for loss of or damage to Goods under this Bill. (ii) This declared value is prima facie and if the true value of the Goods at destination is less than such declared value, the lower value shall be deemed to be the declared value. 8.3.1(iii) Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8.3.2 Merchant agrees and warrants that ad valorem arrangements herein shall only apply to liability for loss of or damage to Goods.

#### 8.4 Notification period and time bar (limitation of actions)

8.4.1 Carrier shall be deemed to have delivered Goods in the order and condition as described in this Bill unless written notice of any discrepancy indicating the general nature of such discrepancy is given at the place of delivery before or at the time of removal of the Goods into the custody of the Person taking delivery under this Bill or if the loss or damage is not apparent, within three consecutive days thereafter.

8.4.2 (i) In any event Carrier shall be discharged of all liability whatsoever and howsoever arising from or in connection with the Goods or Services, including without limitation any claims for indemnity or contribution and (ii) all rights of the Merchant to claim from the Carrier or Service Provider are extinguished unless (a) suit is brought and (b) written notice thereof be given to Carrier, within one year after delivery of the Goods or the date when the Goods should have been delivered.

8.4.3 Notwithstanding clause 8.4.2, in cases where any Carrier's or Service Providers' liability arises or is caused from or attributable to or connected to (a) any agency Services provided by the Carrier or Service Provider or (b) the Carrier's or Service Providers' acts, errors or omissions or events or circumstance that occur or manifest outside of the port to port or Port Area period of transport or handling, then 8.4.2 applies except that Clause 8.4.2 (ii)(b) is deleted and replaced with: (b.i) written notice thereof be given to Carrier, within nine months from the date of the event or occurrence alleged to give rise to a cause of action against Carrier or, (b.ii) written notice thereof be given to Carrier within any period under the application of clause 6.3, whichever is the shortest period.

#### 9) MERCHANT'S RESPONSIBILITY

Merchant agrees and warrants that:

9.1 the information, declaration, description and particulars of Goods furnished by Merchant including but not limited to weight, content, measure, quantity, quality, condition, marks, numbers, addressing and value, are correct and that they will inform Carrier in advance of any special conditions that may apply to the Goods or Services;

9.2 they will provide all documents and information correctly and truthfully completed for the Services and that all Goods, documents, information and Merchant, comply with any laws or regulations or requirements whatsoever. Carrier is not obliged to check whether the Goods, documents or information provided by Merchant are correct, lawful or sufficient;

9.3 they will ensure that all Goods are properly prepared, packed or marked and labelled to inform the relevant parties, and in a manner to withstand the ordinary risks of the Services and the Goods having regard to their nature or the method of transport/handling and in compliance with all laws, rules, regulations and requirements

(whether compulsorily applicable or not) that apply and that enhance or provide best practice for the security and safety of the Goods, Container and Services;

9.4 they will bear all relevant expenses & costs for return of Goods, change of destination or transshipment or changing of delivery mode;

9.5 they will ensure that no Goods which are or may become dangerous, hazardous, inflammable, noxious, radioactive or damaging or which are or may become liable to damage any property or Person whatsoever shall be tendered to Carrier for Services without Carrier's consent in writing. If any such Goods are tendered without such written consent or required packaging, marking/labelling or if in the opinion of Carrier the Goods, whether pre-declared or not, are or are liable to become dangerous or hazardous or damaging, then no liability to Carrier will attach and the Goods may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant and without prejudice to Carrier's right to Freight & Charges and indemnity;

9.6 they will be liable by way of example and not by limitation for any direct or indirect loss, damage, delay, contamination, soiling, pollution, detention or demurrage, of whatsoever nature to or of: (i) the environment, or any property or Goods whatsoever (including but not limited to Containers) of Carrier or of the Service Providers or of any Person, or (ii) for death or injury to any Person, caused by any act or error or omission of Merchant or any Person acting on their behalf or for which Merchant is otherwise responsible and whether such events arose or occurred before or during or after the Services;

9.7.1 it is Merchant's sole responsibility and Merchant must provide to Carrier, electronically or by any means as mutually agreed, the Verified Gross Mass (VGM) of each Container prior to the deadline stipulated by Carrier for submission (VGM cut off time). If VGM is not provided in time by the Merchant, Carrier shall be under no obligation to commence or continue Services for that Container;

9.7.2 Carrier may store, re-weigh or return the Container to the Merchant at Carrier's discretion and at Merchant's cost, if VGM is not so provided.

## 10) PROVISION AND STUFFING OF CONTAINERS

The Merchant warrants and agrees that:

10.1 without prejudice to any other rights and remedies, this Bill shall govern the responsibility and liability of Carrier and Merchant in connection with or arising from the supply or use of a Container to or from and by Merchant and for Merchant supplied Containers whether supplied or kept or used prior or during or subsequent to Services;

10.2 unless prior written agreement is given by Carrier and any additional freight has been paid or agreed to be paid, Carrier is under no obligation to provide a Container of any particular type or quality;

10.3 unless otherwise confirmed by Merchant and agreed by Carrier in writing, the Goods are not temperature sensitive and do not require any special Containers, handling, storage, stowage, care or facilities;

10.4 Goods may be Stuffed by Carrier in or on Containers and Goods may be Stuffed with other goods of whatsoever nature;

10.5 Carrier or Service Provider can palletise any un-palletised Goods, or breakdown pallets, skids or the like and any and all Goods or pallets and the like can be stacked upon unless prior to receipt of the Goods Carrier has agreed in writing with Merchant that the Goods will not be so stacked and that any Charges arising from such agreement are paid;

10.6 if a Container has been Stuffed by or on behalf of Merchant then Carrier is not liable for any loss of or damage or delay to the Goods caused by: (i) the way the Container has been Stuffed; or (ii) the unsuitability of or the defective condition of the Goods or their preparation for the Services or (iii) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls, humidity or ventilation settings; except if the Container is supplied by or on behalf of Carrier, then if such Container's condition or incorrect settings were not apparent upon proven diligence and inspection by the Merchant at or prior to Stuffing, then exclusion 10.6(iii) does not apply; or (iv) Stuffing Goods that are not at the correct temperature for carriage; or (v) inadequate or absence or incorrect supply of Merchant's information or instructions;

10.7 (i) Container must be delivered to Carrier with an intact high-security seal in place and photographic evidence of the seal number will be provided to Carrier, except where Carrier has given written agreement to seal the Container. In the event the Container is not so sealed by Merchant, Carrier reserves the right to return the Container to Merchant for resealing or to affix a seal, all at Merchant's cost. (ii) Carrier has no liability for damage or loss of Goods (a) in absence of such evidence, or (b) where any loss or discrepancy to Merchant's seal is evidenced prior to or after Carrier's care, custody or control, or (c) seal is intact on delivery to consignee.

10.8 Provided due diligence is exercised by Carrier to determine that Containers provided by them are in good working order prior to release to Merchant, Carrier has no liability for any delay, loss of or damage to the Goods directly or indirectly arising from any functioning or non-functioning of the Container or the temperature variant or humidity machinery or controls, insulation, or any apparatus of the Container (including but not limited to defects, derangement, breakdown or stoppage).

10.9 (i) Notwithstanding any particulars in this Bill, Carrier does not guarantee the maintenance of the temperature or humidity within a refrigerated or special Container irrespective of whether the Container is Stuffed or the temperature is set by Merchant or Carrier. (ii) Further, Carrier has no liability whatsoever if refrigerated Goods are carried in a range of plus or minus 2.5 degrees C (or Fahrenheit equivalent) from any temperature specified on the reverse side hereof.

10.10 Carrier is only liable for loss of or damage to Merchant supplied Container if caused by Carrier's negligence. Carrier's liability in this respect is limited to the market value at the time of such loss or damage or reasonable cost of repair of the Container, subject to deductions for betterment and fair wear and tear or 2 US\$ per kilo of tare weight, whichever is least.

10.11 In no circumstances whatsoever will any property in, or lien or other rights in respect of any Container supplied by or on behalf of Carrier be transferred to Merchant or any Person.

10.12 Any Container supplied by or on behalf of Carrier must be returned empty & clean and in accordance with Carrier's instructions and in the same condition as received, failing which Merchant shall pay demurrage at the applicable rate & any additional costs of whatsoever nature occasioned by or related to such failure.

## 11) INSPECTION OF GOODS

Carrier or any Person authorized by Carrier shall be entitled, but not obliged, to open any Container or Package at any time and to inspect the Goods and at their sole discretion take whatever action that they deem necessary in relation to the Goods or Services. If Carrier exercises such liberty or if done by order of any government or other authority at any place, Carrier will not be liable for any loss or damage or delay incurred as a result. Merchant will be responsible for all Charges resulting from such inspection.

## 12) MATTERS AFFECTING PERFORMANCE

12.1 If at any time the Services are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including but not limited to the Goods' condition, or late collection/delivery or abandonment or breach of clause 9, by the Merchant) whenever and howsoever arising and whether due to Force Majeure or otherwise or whether or not the Services have commenced, Carrier may at its sole discretion and without prior notice to Merchant:

12.1.1 carry the Goods to the port of discharge or place of delivery or by an alternative route to that indicated on the reverse side hereof or that which is usual for Goods consigned to that port of discharge or place of delivery; or

12.1.2 suspend the Services (but otherwise not the contract) and store Goods ashore or afloat and endeavour to conclude delivery when reasonably possible, or

12.1.3 abandon the Services and/or reject the Goods and where reasonably possible place the Goods or any part of them at Merchant's disposal at any place that Carrier may deem safe and convenient, whereupon the responsibility and any liability of Carrier in respect of such Goods and Services shall cease.

12.2 Without prejudice to any rights or remedies available to Carrier in accordance with this clause 12, Carrier is entitled to continue the Services.

12.3 In any event Merchant shall pay in full existing Freight & Charges and any additional Freight & Charges arising from or connected to any liberties of clause 12 exercised by the Carrier.

12.4 Carrier's responsibility for Goods shall cease on delivery or other disposition of the Goods in accordance with orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority.

### 13) METHODS AND ROUTE OF TRANSPORTATION

13.1 Carrier may at any time and without notice to Merchant and notwithstanding any named ports or routes on the reverse side hereof:

13.1.1 use any means or modes of transport or storage whatsoever;

13.1.2 load or carry the Goods on any Vessel whether named on the reverse hereof or not, or by any other means of transport whatsoever;

13.1.3 transfer at any stopping place the Goods from or to a conveyance or Container for transhipping/ transloading; or load, unload or store the Goods at any place or port or forward the same in any manner whatsoever, whether scheduled or not;

13.1.4 proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest or most direct or customary or scheduled route and proceed to or stay at any place whatsoever and whenever in any order;

13.1.5 comply with any orders, directions, or recommendations given by or from (i) any Person acting or purporting to act as or on behalf of a government or authority or having such authority; or (ii) Service Providers' or Persons', contractual authority;

13.1.6 proceed with or without pilots, to tow or be towed or to be dry-docked;

13.1.7 carry Livestock, explosives, munitions, dangerous or hazardous Goods or lawful Goods of any and all kinds.

13.2 (i) The liberties set out in 13.1 may be invoked by Carrier for any purposes whatsoever and whether or not connected with the Services. (ii) Anything done in accordance with 13.1 or any delay arising therefrom shall be deemed to be within the contractual carriage/Services and Merchant agrees and warrants that such liberties shall not be a deviation of whatsoever nature or degree and Carrier shall be entitled to full Charges and Freight incurred therefrom and to all Defences.

#### 14) MERCHANT INDEMNITY

Without limiting Merchant's other indemnity obligations herein, Merchant agrees to fully indemnify and hold harmless Carrier against all claims or liabilities or damages or costs or expenses or duties, taxes or fines or penalties or imposts and any demands or charges or fees (including but not limited to attorneys' fees) or expenses, of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with and without limitation from: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

#### 15) DECK CARGO AND LIVESTOCK

15.1 Goods, containerised or not, may be carried on or under deck without notice to Merchant and Carrier will not be required to note on the Bill any statement of on-deck carriage. Merchant agrees and warrants that stowage on deck will not be a deviation of whatsoever nature or degree. Subject to 15.2 below, all Goods whether carried on or under deck will be deemed to be within the definition of goods for the purposes of this Bill or the Hague Rules or any legislation making such Rules or the Hague-Visby Rules or COGSA compulsorily applicable and shall participate in general average.

15.2 Goods, not being Goods Stuffed in or on Containers other than open flats or pallets which are stated on the front of this Bill to be carried on deck and which are so carried and in addition all Livestock whether in Containers or not and carried on deck or under deck, are carried without responsibility on the part of Carrier for loss or damage or delay of whatsoever nature arising: (i)(a) during carriage by sea or inland waterway, and (i)(b) whether caused by unseaworthiness or not or (ii) from negligence of any kind or (iii) from any other cause whatsoever.

## 16) NOTIFICATION AND DELIVERY CLAUSE

16.1 Any mention in this Bill of parties to be notified of arrival of Goods is solely for information purposes. Carrier has no liability whatsoever for any failure to provide such notification and such failure shall not relieve Merchant of any obligations hereunder.

16.2 Merchant shall ensure that they take immediate delivery of Goods (i) as notified to the Merchant by the Carrier or (ii) in the absence of such notice on Vessel's discharge or at delivery point shown on reverse hereof.

16.3 If Merchant fails to take delivery of Goods in accordance with clause 16.2 Carrier may without notice remove the Goods from the Container or Vessel and store the Goods ashore, afloat, in the open or under cover, at the sole risk and expense of Merchant. Such storage constitutes due delivery hereunder and thereupon all liability and responsibility whatsoever of Carrier ceases.

16.4 Merchant's attention is drawn to the expiry of free storage time and Merchant's liability for demurrage costs contained in Carrier's tariff and herein.

16.5 Once free time has expired, the Goods will be stored at the sole risk and expense (including but not limited to demurrage and storage) of Merchant. However, if Carrier believes that the Goods are likely to deteriorate, decay, lose value or incur Charges in excess of their value, Carrier may without notice to Merchant and without prejudice to any other rights or remedies, publicly or privately sell or dispose of the Goods and apply the proceeds to the Freight and any Charges.

## 17) BOTH-TO-BLAME COLLISION

17.1 If the Vessel comes into collision with another ship due to the negligence of the other ship and any act or neglect of the Carrier in the navigation or management of the Vessel, and Merchant receives compensation or damages paid or payable by the other non-carrying ship for any loss, damage or any claim whatsoever for the Goods or Services, the Merchant shall indemnify & hold harmless Carrier for any such compensation/damages to the extent the non-carrying ship seeks to set off, recoup or recover this from the Vessel or Carrier.

17.2 The provisions of 17.1 will also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects, are at fault in respect of a collision or contact.

## 18) GENERAL AVERAGE

18.1 Carrier may declare General Average (GA) at any place and GA is adjustable according to the current version of York-Antwerp Rules or as stated in the Service Provider's terms and conditions, at the option of Carrier. Merchant agrees and warrants that they shall provide any GA security as required by Carrier and shall jointly and

severally contribute with the Service Provider in GA to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and any other charges incurred in respect of the Goods.

18.2 If a salving ship is owned or operated by Carrier or Service Provider, salvage shall be paid as if the said salving ship or ships belonged to strangers. Such deposit as Carrier or Service Provider may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be paid by Merchant to Carrier before delivery.

18.3 Merchant and the Goods must contribute to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods 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 for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise.

18.4 Carrier shall be under no obligation to take any steps whatsoever to collect security for GA or salvage contributions due from Merchant.

#### 19) FREIGHT AND CHARGES

19.1 Freight & Charges are irrevocably earned, and fully payable by Merchant and non-returnable in any event irrespective whether prepaid, collect or otherwise or whether Goods lost, damaged or delayed.

19.2 Freight & Charges are calculated from particulars furnished by Merchant. Carrier is entitled to production of the commercial invoice and packing list for the Goods or true copies thereof and to inspect, reweigh, remeasure and revalue the Goods. If the particulars are incorrect, Merchant shall pay Carrier the correct Freight & Charges (credit given for the Freight & Charges charged) and any costs incurred in establishing the correct particulars.

19.3 Irrespective of what is used to calculate any Freight or Charges, any Freight or Charges are to be considered for Carrier's liability purposes as "lump sum".

19.4 All Freight & Charges must be paid without any set off, counterclaim, or deduction.

19.5 With regards to any payment to any Person by Merchant in respect of any sums due to Carrier, such Person shall be considered the exclusive agent of Merchant for all purposes and any payment to such Person shall not be considered payment to Carrier. Failure of such Person to promptly pay any part of the Freight or Charges to Carrier shall be considered a default by Merchant in the payment of the Freight or Charges.

19.6 Should the Merchant fail to make timely payment of any Freight or Charges, Merchant shall be liable to Carrier for all costs and expenses of recovery of such sums from Merchant plus attorneys' fees, plus the higher of 6% interest or the available commercial interest rate in the country of recovery calculated from the due date of such sums.

## 20) LIEN

Carrier shall have a particular and general lien on any documents or Goods for all and any unpaid past or present sums whatsoever that are payable by Merchant to the Carrier in accordance with Services and for GA and salvage contributions to whomsoever due. Carrier can at their option hold Goods or sell the Goods at public or private sale without notice to Merchant to satisfy the lien in whole or in part. If the proceeds of sale less any sale costs and expenses including without limitation attorneys' fees fail to cover the amount due, then Carrier is entitled to recover any deficit from Merchant.

## 21) VARIATION OF THE CONTRACT

No amendment or waiver of or departure from any provision of this Bill shall be valid against Carrier unless such waiver or variation or departure is specifically authorised in writing by a director or officer of Carrier with actual authority to do so. Such waivers or consents by Carrier are not continuous and shall only be effective in the specific instances and purposes for which they are given.

## 22) PARTIAL INVALIDITY

If any provision of this Bill, in whole or in part, is held to be unenforceable by any court or Person so empowered, such unenforceability will attach only to such provision or part. Such holding will not affect the enforceability of the remaining provision or part.

## 23) GOVERNING LAW AND JURISDICTION

The Merchant and Carrier warrant and agree that all disputes whatsoever arising from or connected to the Bill or Services are subject to the following:

### 23.1 For Services in or shipments to or from United States:

23.1.1 US law, without regard to conflicts of law, exclusively governs, construes and enforces all of the rights and duties of the parties directly or indirectly arising from or relating in any way to this Bill, the Services, or the relationship of the parties.

23.1.2 (i) Any and all disputes under this Bill howsoever arising or actioned and whether stated in contract or tort or otherwise, must be exclusively brought before the U.S. District Court for the Southern District of New York and without regard to its conflict of laws rules. (ii) The parties waive their respective rights to a jury trial.

23.2 Services provided in or shipments to or from places other than the United States:

23.2.1 English law exclusively governs, construes and enforces all disputes and all rights and duties of the parties directly or indirectly arising from or relating in any way to this Bill, the Services or the relationship of the parties.

23.2.2 Any and all actions or disputes based on breach of contract, tort or otherwise must be brought exclusively before the High Court of Justice in London.

23.3 23.3 Without prejudice to clauses 23.1 and 23.2, Carrier at its option will be entitled to enforce any claim against Merchant in any jurisdiction and in accordance with the law of that jurisdiction, in which Merchant has assets or is habitually resident.

## **Surcharges and Arbitraries:**

*Filing Information:*

*Effective April 1, 2024*

Surcharges that are assessed by the underlying ocean common carrier shall be for the account of the cargo and are as per the NRA.

## **Valorem NRA's:**

*Filing Information:*

*Effective Date: April 1, 2024*

1. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.
2. 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 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.
3. Where the 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 NRA.

## **Co-Loading In US Foreign Commerce:**

*Filing Information:*

*Effective Date: April 1, 2024*

Co-loading means the combining of cargo by two or more non-vessel-operating common carriers (NVOCCs) for tendering to an ocean common carrier under the name of one or more of the NVOCCs.

EXTENT OF ACTIVITY: Shipco Transport Inc. participates in co-loading agreements on a Shipper-to-Carrier basis, acting as Carrier and issues a House Bill of Lading to other NVOCCs that tender cargo for consolidation and ocean transport. Shipco Transport Inc. typically acts as the Master Loader, in that it consolidates cargo received from other NVOCCs. In the event Shipco Transport Inc. acts as Shipper in any co-load shipments, it will notify its shipper-customers by annotating each applicable House Bill of Lading it issues with the identity of any other NVOCC to which the shipment has been tendered for co-loading. Shipco Transport Inc. shall co-load cargo at its discretion and will be responsible to the receiving NVOCC for payment of any charges for transportation of the cargo when acting as the tendering NVOCC.

LIABILITY: Shipco Transport Inc.'s liability to a Shipper is as specified on the its House Bill of Lading regardless of whether or not the cargo has been co-loaded.

## **Shippers Requests in Foreign Commerce:**

*Filing Information:*

*Effective Date: April 1, 2024*

Any shipper may transmit his requests and complaints as hereinafter defined to the Carrier in writing by mail, electronic mail, courier, facsimile, or telex. Requests and Complaints are to be sent directly to the Carrier in the address shown in the Tariff Rules. You may also send any inquiries to [NRA.inquiry@shipco.com](mailto:NRA.inquiry@shipco.com)

As used in these Tariff Rules, the phrase "Requests and Complaints": means any communication requesting a change in tariff rates, rules, or regulations, objecting to rate increase or other tariff charges, and protests against erroneous billings to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for rate information, sailing schedules, space availability and the like are not included in the foregoing,

## **Overcharge Claims:**

*Filing Information:*

*Effective Date: April 1, 2024*

- A. All claims for adjustment of freight charges must be presented to the Carrier in writing at the address shown in the Tariff Rules within three (3) years after the date of receipt of shipment by Carrier (in accordance with Rule 3). Any expense incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.
- B. Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the Claimant of all governing tariff provisions and Claimant's rights under the Shipping Act of 1984, as amended.
- C. 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, pursuant to the Shipping Act of 1984, as amended. Such claims must be filed within three years of the date of receipt of shipment by Carrier ( in accordance with Rule 3).

## **Use of Carrier Equipment:**

*Filing Information:*

*Effective Date: April 1, 2024*

Carrier provides no equipment of its own. Should Shipper or Consignee request the use of underlying Carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying Vessel-Operating Common Carrier shall be for the account of the cargo.

## **NVOCC's in Foreign Commerce: Bonds and Agents:**

*Filing Information:*

*Effective Date: April 1, 2024*

### A. BONDING OF NVOCC'S:

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515.21 to ensure the financial responsibility of the Carrier for the payment of any judgement arising from its transportation related activities, order for reparations issued pursuant to the Shipping Act of 1984, as amended, or penalties assessed pursuant to the Shipping Act of 1984, as amended.
2. Bond No. 91328
3. Name of Surety Company that issued the bond: SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY, 150 Northwest Point Blvd. Elk Grove Village, IL 60007412 MT. Kemble Ave. Suite 300C Morristown NJ 07960

### B. RESIDENT AGENT:

1. In any instance in which the designated legal agent cannot be served because of death, disability, or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the Carrier's legal agent for the service of process.
2. Service of administrative process, other than the subpoenas, may be affected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

3. Agent for Service of Process Address: Not Applicable.

## **Certification of Shipper Status in Foreign Commerce:**

*Filing Information:*

*Effective Date: April 1, 2024*

- A. In accordance with law, each Shipper who is a Non-Vessel-Operating Common Carrier shall provide to Carrier prior to tendering any shipment, a copy of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission or other evidence as may be acceptable to the Carrier and Federal Maritime Commission. Immediate notice of any cancellation of its tariff or bond shall be given to Carrier by Non-Vessel-Operating Common carrier. Additional copies of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission or other evidence initially provided showing compliance with the tariff and bonding requirements shall be sent to Carrier by each Non-Vessel- Operating Common Carrier semiannually, each April 15 and October 15.
- B. If any Non-Vessel Operating Common Carrier provides a false or misleading certification to Carrier, either of its status or of it having filed a tariff and surety bond with the FMC, it shall be liable to Carrier for any fines, penalties, or damages sustained by Carrier due to Carrier transporting cargo in violation of Public Law 98/237.

## **Time/ Volume Rates in Foreign Commerce:**

*Filing Information:*

*Effective Date: April 1, 2024*

Not applicable.

## **Negotiated Rate Arrangements:**

Shipco Transport, Inc. (FMC No. 008352) hereby provides notice of its intent to invoke the FMC's tariff publication /adherence exemption pursuant

to 46 CFR Part 520 and 532. Shipco Transport, Inc. has opted for the exclusive use of Negotiated Rate Arrangements.

## **Freight Forwarder Compensation:**

*Filing Information:*

*Effective Date: April 1, 2024*

1. Unless otherwise stated in the applicable NRA, compensation to a licensed Ocean Freight Forwarder will be paid in connection with any shipment dispatched on behalf of others when, and only when such forwarder is licensed with the Federal Maritime Commission and has certified in writing that it holds a valid license and has performed the following services.
  - A. Engaged, booked, secured, reserved, or contracted directly with Shipco Transport Inc. or its agent for space aboard a vessel or confirmed the availability of that space.
  - B. Prepared and processed the Ocean Bill of Lading, dock receipt, or other similar document with respect to the shipment.
2. Shipco Transport Inc. will not pay compensation for services described in Paragraph (1), more than once on the same shipment.
3. If forwarder is also licensed as a NVOCC, the above referenced certification must also include the following statement: The undersigned further certifies that neither it nor any related person has issued a bill of lading or otherwise undertaken common carrier responsibility as a non-vessel-operating common carrier for the ocean transportation of the shipment covered by this bill of lading.
4. Shipco Transport Inc. will not knowingly pay compensation on a shipment in which the forwarder has a direct or indirect interest.
5. The applicable percentage shall be: (Applies on US Export Shipments only) FCL : \$200 per TEU for Export cargo from US to AUS/NZ destinations, \$100 per TEU for Export cargo to all other destinations, LCL : 10% from US to all destinations except South & Central America where 5% shall be applicable.
6. Force Majeure Clause:

Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent or threaten to prevent them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labor of any kind; civil disturbance, riot, war (whether declared or recognized by any political authority or government or not), rebellion, armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; pandemic, Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any encumbrances; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibiting or impeding acts of state or governmental action.

## **Definitions And Symbols:**

*Filing Information:*

*Effective Date: April 1, 2024*

### **A. DEFINITIONS:**

**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.

**ALL INCLUSIVE** - means the freight NRA shown with the applicable NRA including ocean freight and all other surcharges and accessorial charges, not including destination charges, except those charges effected by the choice or action of the shipper.

**BILL(S) OF LADING** - means contract of affreightment shipment covering one shipment from one consignor to one

consignee with one set of marks.

**CARGO, N.O.S.** - Means commodities not otherwise specified in individual commodity items in this tariff.

**CARRIER** - means SHIPCO TRANSPORT, INC. and/or participating inland carriers.

**CHASSIS** - means a wheeled assembly, with or without container, constructed to accept mounting of demountable trailer body, container or flexivan.

**CONSIGNEE** - means the person, firm or corporation shown on the Bill of Lading as the shipper of the property received by the carrier for transportation.

**CARRIER CONSIGNOR, CONSIGNEE OR SHIPPER** - includes the authorized representatives or agents of such "Carrier", "Consignor" or "Consignee".

**CONTAINER** - means a single rigid, non-disposable dry cargo, ventilated, insulated, reefer, flat rack, vehicle rack or open top container with/without wheels or bogies attached not less than 20 feet or 6.06 meters nor more than 40 feet or 12.19 meters in length, having a closure of permanently hinged door, that allows ready access to the cargo. All types of containers will have construction, fittings, and fastenings able to withstand, without permanent distortion, all the stress that may be applied in normal service use of continuous transport- station.

Except as otherwise provided, the term "Container" is interchangeable with trailer and has common meaning.

**CONTROLLEDTEMPERATURE** - means the maintenance of a specified temperature or range of temperatures in carrier's trailers.

**DAY** - means a twenty-four (24) hour period beginning at 12:01 A.M.

**DRY CARGO** - means cargo other than that requiring temperature control, atmosphere control or bulk cargo.

**HOLIDAY** - As used in this tariff shall consist of the following days: New Years Day Washington's Birthday (Third Monday in Feb.) Memorial Day (Last Monday in May) Fourth of July Labor Day Thanksgiving Day Christmas Day when any of the holidays stipulated above falls on Sunday, the following Monday shall be deemed as that holiday.

**IN PACKAGES** - Shall include any shipping form other than "in bulk", "loose" "in glass or earthenware, not further packed in our container" or "skids".

**KILO TON** - means 1,000 kilos.

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

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

**MOTOR CARRIER** - means participating motor carrier(s) as named in this tariff.

**NESTED** - means that three or more different sizes of the article or commodity must be enclosed, each small piece within the next larger piece or three or more of the article must be placed on within the order 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 half inch.

**NON-HAZARDOUS** - means non-label cargo which is permitted stowage between or under decks (other than Magazine) and such will be rated in accordance with the N RA applied therefor, as provided in the NRA and if no specific rate is published, then the Cargo, N.O.S. rate will apply.

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

**PACKING OR STUFFING** - Covers the actual placing of cargo in to the container as well as the proper stowage and securing thereof within the container.

**POINT** - means a particular city, town, village, community, or other area which is treated as a unit for the application of the NRA.

**PLACE** - means a particular street address or other designation or a factory, store, warehouse, place of business, private residence, construction camp or the like, at a "Point".

**SITE** - means a particular platform or specific location for loading at a "Place".

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

**TRAILER OR CONTAINER** - Used interchangeably, with Container, see definition for "Container".

**TRAILERLOAD** - means an article has been accorded a rate(s) governed by a trailer load minimum weight or measurement per shipment.

**UNITIZED LOAD** - means a consolidation of shipping packages secured to pallets when the individual component shipping packages are bonded or otherwise securely held together to

form a single shipping unit that has been prepared by the shipper in order to facilitate mechanical handling.

**UNPACKING, UNSTUFFING OR STRIPPING** - means the removal of the cargo from the containers as well as the removal of all securing material not constituting a part of the container.

**VEHICLE** - means a container or trailer as more fully defined under container or trailer herein.

**WATER CARRIER'S TERMINAL** - means the place where loaded or empty containers are received by water carrier or delivered by water carrier. The place where water carrier assembles, holds or stores its containers.