
TARIFF: SAMUEL SHAPIRO & CO., INC. WORLDWIDE TARIFF

RULES

RULE # TITLE

001 - SCOPE

Filed on: 7/11/07 Effective: 5/14/05 Thru: 0/00/00 Expire: 0/00/00

Rates, Rules and Regulations in this Tariff apply on shipments BETWEEN Ports or Points in the United States AND Ports and Points in Foreign Countries named below. All shipments handled under this Tariff shall be transported from Origin Port or Point to Destination Port or Point under Carrier's Bill of Lading (See Rule 8) and shall be governed by the terms thereof.

Except as otherwise specifically provided in this Tariff, rates and conditions apply to service provided by the Carrier:

A. BETWEEN: UNITED STATES PORTS AND POINTS

1. U.S. PORTS:

PACIFIC COAST PORTS:

Long Beach, CA	San Diego, CA
Los Angeles, CA	San Francisco, CA
Oakland, CA	San Pedro, CA
Portland, OR	Seattle, WA
Sacramento, CA	Tacoma, WA

ATLANTIC COAST PORTS:

Baltimore, MD	Norfolk, VA
Boston, MA	Philadelphia, PA
Charleston, SC	Port Everglades, FL
Elizabeth, NJ	Portland, ME
Jacksonville, FL	Portsmouth, VA
Miami, FL	Savannah, GA
Newark, NJ	Wilmington, DE
Newport News, VA	Wilmington, NC
New York, NY	

GULF COAST PORTS:

Brownsville, TX	Lake Charles, LA
Corpus Christi, TX	Mobile, AL
Galveston, TX	New Orleans, LA
Gulfport, MS	Tampa, FL
Houston, TX	

2. INTERCHANGE PORTS

Ports in the United States as defined in Rule 1.A.1.

3. U.S. INTERIOR POINTS (IPI) SERVICE

Rates apply from or to U.S. Interior Points in the following states, as named in specific tariff line items only, via interchange ports named in Rule 1.A.2.

Alabama (AL)	Nebraska (NE)
Arizona (AZ)	Nevada (NV)
Arkansas (AR)	New Hampshire (NH)
California (CA)	New Jersey (NJ)
Colorado (CO)	New Mexico (NM)
Connecticut (CT)	New York (NY)
Delaware (DE)	North Carolina (NC)
Florida (FL)	North Dakota (ND)
Georgia (GA)	Ohio (OH)
Idaho (ID)	Oklahoma (OK)

Illinois (IL) Oregon (OR)
Indiana (IN) Pennsylvania (PA)
Iowa (IA) Rhode Island (RI)
Kansas (KS) South Carolina (SC)
Kentucky (KY) South Dakota (SD)
Louisiana (LA) Tennessee (TN)
Maine (ME) Texas (TX)
Maryland (MD) Utah (UT)
Massachusetts (MA) Vermont (VT)
Michigan (MI) Virginia (VA)
Minnesota (MN) Washington (WA)
Mississippi (MS) West Virginia (WV)
Missouri (MO) Wisconsin (WI)
Montana (MT) Wyoming (WY)

B. AND: FOREIGN PORTS AND POINTS

1. NORTHEAST ASIA PORTS -

CHINA: Dalian, Huangpu, Guangzhou, Qingdao,
 Shanghai, Tianjin, Xingang

JAPAN: Kobe, Nagoya, Naha, Osaka,
 Tokyo, Yokohama

KOREA REPUBLIC OF: Busan, Inchon

MACAU: Macau

HONG KONG: Hong Kong

TAIWAN: Keelung, Kaohsiung, Taichung

2. SOUTHEAST ASIA PORTS -

BRUNEI: Muara

PHILIPPINES: Cebu, Manila

SINGAPORE: Singapore

MALAYSIA: Penang, Kelang

INDONESIA: Belawan, Djakarta, Semarang, Surabaya

THAILAND: Bangkok

Vietnam: Haiphong

3. SOUTH PACIFIC PORTS -

AUSTRALIA: Adelaide, Brisbane, Fremantle,
Hobart, Melbourne, Perth, Sydney

NEW ZEALAND: Auckland, Christchurch, Dunedin,
Lyttelton, Port Chalmers, Wellington

SOLOMON ISLANDS: Honiara

PAPUA NEW GUINEA: Lae, Port Moresby

NEW CALEDONIA: Noumea

TONGA: Nukualofa

VANUATU: Port Vila

FIJI: Suva

FRENCH POLYNESIA: Papeete

4. NORTH EUROPEAN CONTINENT PORTS -

BELGIUM: Antwerpen

FRANCE: Le Havre

GERMANY: Bremen, Bremerhaven, Hamburg

NETHERLANDS: Amsterdam, Rotterdam

5. UNITED KINGDOM PORTS -

UNITED KINGDOM: Felixstowe, Liverpool, London,

Southampton, Tilbury,

Glasgow, Greenock, Grangemouth

IRELAND: Belfast, Dublin, Cork, Galway,

Waterford

6. SCANDINAVIAN PORTS -

DENMARK: Aarhus, Copenhagen

FINLAND: Helsinki, Kotka, Turku

NORWAY: Bergen, Oslo, Stavanger

POLAND: Gdynia

SWEDEN: Gothenburg, Helsingborg, Malmo,

Norrkoping, Stockholm, Wallhamn

ESTONIA: Tallinn

RUSSIA: St Petersburg

LATVIA: Riga

LITHUANIA: Klaipeda

7. SOUTH EUROPEAN AND MEDITERRANEAN PORTS -

BULGARIA:	Varna
CROATIA:	Split
CYPRUS:	Larnaca, Limassol
FRANCE:	Marseille
GREECE:	Piraeus, Salonika
ISRAEL:	Ashdod, Haifa
ITALY:	Savona, Genoa, Leghorn, Naples, Palermo, Venice, Trieste, La Spezia
JORDAN:	Aqaba
LEBANON:	Beirut, Tripoli
MALTA:	Valletta
PORTUGAL:	Lisbon, Leixoes, Oporto
ROMANIA:	Constanta
SLOVENIA	Koper
SPAIN:	Algeciras, Alicante, Barcelona, Bilbao, Cadiz, Malaga, Sevilla, Valencia
SYRIA:	Latakia
TURKEY:	Iskenderun, Istanbul, Izmir, Mersin
UKRAINE:	Ilyichevsk

8. SOUTH AMERICA PORTS:

ARGENTINA:	Buenos Aires, La Plata
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BRAZIL: Belem, Fortaleza, Imbituba, Itajai,
Itaqui, Paranagua, Recife,
Rio de Janeiro, Rio Grande,
Salvador, Santos, Sao Paulo,
Sao Francisco Do Sul, Vitoria

CHILE: Antofagasta, Arica, Coquimbo,
Iquique, Punta Arenas, Talcahuano,
Tocopilla, San Antonio, Valparaiso

COLOMBIA: Barranquilla, Buenaventura,
Cartagena, Santa Marta

ECUADOR: Guayaquil

FRENCH GUIANA: Cayenne

GUYANA: Georgetown

PARAGUAY: Asuncion

PERU: Callao, Matarani

SURINAME: Paramaribo

URUGUAY: Montevideo

VENEZUELA: La Guaira, Maracaibo, Puerto Cabello

9. MIDDLE EAST PORTS:

BAHRAIN: Bahrain

BANGLADESH: Chittagong

BURMA: Rangoon

INDIA: Bombay, Calcutta, Cochin, Madras,
Vishakhapatnam

IRAN: Bandar Abbas, Tehran
KUWAIT: Kuwait
OMAN: Mina Qabus, Muscat
PAKISTAN: Karachi
QATAR: Doha
SAUDI ARABIA: Dammam, Jeddah
SRI LANKA: Colombo
UNITED ARAB
EMIRATES: Abu Dhabi, Dubai, Sharjah
YEMEN: Aden, Hodeidah

10. AFRICAN PORTS -

ALGERIA: Alger
ANGOLA: Lobito, Luanda
BENIN: Cotonou
CAMEROON: Douala
COMOROS: Moroni
CONGO: Pointe Noire
DJIBOUTI: Djibouti
EGYPT: Alexandria
ETHIOPIA: Assab, Mitsiwa
GABON: Libreville
GAMBIA THE: Banjul
GHANA: Accra
GUINEA: Conakry

GUINEA BISSAU: Bissau
IVORY COAST: Abidjan
KENYA: Mombasa
LIBERIA: Monrovia
LIBYA: Benghazi
MADAGASCAR: Tamatave
MAURITANIA: Nouakchott
MAURITIUS: Port Louis
MOROCCO: Agadir, Casablanca, Tangier
MOZAMBIQUE: Beira, Maputo, Nacala
NAMIBIA: Walvis Bay
NIGERIA: Lagos, Port Harcourt
REUNION: Pointe Des Galets
SENEGAL: Dakar
SEYCHELLES: Mahe
SIERRA LEONE: Freetown
SOMALIA: Mogadishu, Berbera
SOUTH AFRICA: Cape Town, Durban,
East London, Port Elizabeth
SUDAN: Port Sudan
TANZANIA UNITED
REPUBLIC OF: Dar es Salaam, Tanga
TOGO: Lome
TUNISIA: Sfax, Sousse, Tunis
ZAIRE: Matadi

11. CENTRAL AMERICA -

BELIZE: Belize City

COSTA RICA: Caldera, Puerto Limon

EL SALVADOR: Acajutla, San Salvador

GUATEMALA: Puerto Barrios, Puerto Quetzal,
San Jose, Santo Tomas

HONDURAS: Amapala, Puerto Cortes,
San Pedro Sula, San Lorenzo

MEXICO: Chetumal, Cozumel, Manzanillo,
Progreso, Tampico, Veracruz

NICARAGUA: Corinto, Managua

PANAMA: Balboa, Colon, Cristobal, Panama City

12. CARIBBEAN/ATLANTIC ISLANDS

ANTIGUA AND BARBUDA: Antigua

BARBADOS: Bridgetown

BERMUDA: St Georges

DOMINICA: Roseau

DOMINICAN REPUBLIC: Santo Domingo, Rio Haina

GRENADA: Saint George s

GUADELOUPE: Basse Terre

HAITI: Port Au Prince

JAMAICA: Kingston, Montego Bay

MARTINIQUE: Fort de France

MONTSERRAT: Plymouth

NETHERLANDS

ANTILLES: Aruba, Curacao, Kralendijk,
Oranjestad, St Maarten, Willemstad

ST KITTS AND NEVIS: Charlestown

ST VINCENT AND THE

GRENADINES: St Vincent

TRINIDAD AND TOBAGO: Port of Spain

13. INTERCHANGE PORTS

Foreign Ports as defined in Rules 1.B.1 thru 1.B.12.

14. FOREIGN INTERIOR POINTS (IPI) SERVICE

Rates apply from or to Foreign Interior Points in all countries, as named in specific tariff line items only, via interchange ports named in Rule 1.B.13.

C. APPLICATION OF INTERMODAL RATES

1. Rates in this tariff apply from or to U.S. and Foreign Interior Points as specified in individual rate items via Interchange Ports as specified in Rules 1.A.2 and/or Rule 1.B.13.

2. Rates are through water-rail, water-rail-motor,

water-motor, rail-water, motor-rail-water or motor-water rates.

3. Rates include all charges for switching, drayage and other transfer service (including handling and wharfage) at interchange ports or intermediate points on shipments handled through and not stopped for special service at such interchange ports or intermediate points.

4. Intermodal Rates apply on shipments in containers, except as provided in the individual rate items.

5. Except as otherwise specifically provided, all rules, regulations and charges applicable to U.S. Ports are also applicable to Interior Points via Intermodal (IPI) Service.

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: ACTUAL-WEIGHT EQ

AND: ACTUAL-VOLUME EQ

THEN: RATED-WEIGHT= 1.000KT

AND: RATED-VOLUME= 1.000CBM

SET (002 OF 003)

WHEN: ACTUAL-WEIGHT EQ

THEN: RATED-WEIGHT= 1.000KT

SET (003 OF 003)

WHEN: ACTUAL-VOLUME EQ

THEN: RATED-VOLUME= 1.000CBM

RULE # TITLE

002 - APPLICATION OF RATES AND CHARGES

Filed on: 4/28/06 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise provided for in individual tariff items, rates stated on a weight (W), measure (M), or weight/measure (W/M) rate basis apply in standard dry and refrigerated containers, but do not apply in specialized equipment including, but not limited to: flatracks, vehicle racks, open top containers, containers designed for bulk loading, tank containers, livestock loaders, platforms and hardtop containers.

For all container types, unless otherwise provided for in individual tariff rates, the cargo must conform to the dimensions of the standard size of the specified container.

Assessorial Charge Calculation

SET (001 OF 001)

WHEN: ALWAYS

THEN: SUBTOTAL-01= 0.00USD

AND: SUBTOTAL-02= 0.00USD

AND: SUBTOTAL-03= 0.00USD

RULE # TITLE

002 - A SERVICE

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

1. Rates in this tariff offer the following services:

Code: Y

Abbreviation: CY

Definition: CY cargo is that cargo loaded into or
 unloaded from transport equipment by a
 shipper or consignee outside of Carrier's
 terminal facility.

Code: S

Abbreviation: CFS

Definition: CFS cargo is that cargo tendered to or
 received from Carrier at his terminal and

loaded into or unloaded from transport equipment (containerized) or the vessel (non-containerized) by Carrier.

Code: D

Abbreviation: Door

Definition: Door cargo is that cargo loaded or unloaded on shipper's or consignee's premise at shipper's or consignee's expense. Rate includes inland transportation from shipper's premises to carrier's facility or carrier's facility to consignee's premises.

2. Except as otherwise provided for Less than Container Load Service, Rates apply on cargo delivered to Carrier's Terminal for delivery to Ports and/or Points designated in Rule No. 1.

3. Rates do not include tolls, switching of rail cars, lighterage, transfer, storage, rail car demurrage, motor carrier detention, refrigerated and heated service, except as otherwise provided.

4. Transportation performed under provisions of this tariff for which rates are provided must be in accordance with Carrier's Bill of Lading. (See Rule 8).

RULE # TITLE

002 - AA PEAK SEASON SURCHARGE (PSS)

Filed on: 12/06/10 Effective: 1/01/11 Thru: 0/00/00 Expire: 0/00/00

Effective 1/1/11:

A. For Far East (except India) and S. Africa to U.S.A:

USD 320/20' container

USD 400/40' container

USD 450/40' high-cube container

USD 506/45' high-cube container

B. For India sub continent to U.S.A:

USD 340/20' container

USD 425/40' container

USD 478/40' high-cube container

USD 538/45' high-cube container

Peak Season Surcharge (PSS)

JAPAN to US West Coast \$ 5.00 W/M Min. \$5.00

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: ORIGIN NE O-FAR EAST COUNTRIES

AND: ORIGIN NE SOUTH AFRICA

THEN: NOTHING

SET (002 OF 003)

WHEN: CONTAINER-SIZE LT 20

AND: ORIGIN EQ JAPAN

THEN: TEMP1= SELECT FROM PEAK SEASON SURCHARGE)

AND: RESULT= FREIGHT-TONS * TEMP1

SET (003 OF 003)

WHEN: ALWAYS

THEN: RESULT= SELECT FROM PEAK SEASON SURCHARGE)

RULE # TITLE

002 - AB TRAFFIC MITIGATION FEE (TMF)

Filed on: 4/30/06 Effective: 4/13/06 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise stated or shown as all inclusive, all rates
this tariff entering or exiting the marine terminal gates by
in the ports of Los Angeles or Long Beach will be subject to

Traffic Mitigation Fee in the following amounts assessed by terminal.

In the event the terminal assesses the fee to the carrier, the carrier will pass on this fee to the cargo.

Peak Shifts (Monday through Friday, 3:00 a.m. to 6:00 p.m.)

\$ 50 per TEU (20-foot equivalent unit), or
\$100 for a 40-foot container.

Exceptions: The Traffic Mitigation fee will not be assessed for empty containers and chassis, domestic containers, or transshipments to other ports.

Additionally it will not assess a fee for intermodal containers departing or arriving via the Alameda Corridor for Import or Export where the Alameda fee has been assessed.

[Pass through pursuant to 46 CFR 520.8(b)(4).]

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: RATE-BASIS NE PC

THEN: NOTHING

SET (002 OF 003)

WHEN: CONTAINER-SIZE GE 20

AND: CONTAINER-SIZE LE 20X

THEN: RESULT= 50USD

SET (003 OF 003)

WHEN: CONTAINER-SIZE GE 40

THEN: RESULT= 100USD

RULE # TITLE

002 - AC LLOYD TRIESTINO NAME CHANGE

Filed on: 2/03/06 Effective: 3/01/06 Thru: 0/00/00 Expire: 0/00/00

Due to Carrier name change all references to Lloyd Triestino
shall now also apply to Italia Marittima (ITMA)

RULE # TITLE

002 - AD SUBSTITUTION

Filed on: 8/04/06 Effective: 8/04/06 Thru: 0/00/00 Expire: 0/00/00

Rates applicable to forty foot standard
containers, shall also be applicable to forty foot high
cube containers, unless otherwise indicated in a specific
tariff line item.

Rates applicable to forty foot high cube containers, shall also be applicable to forty foot standard containers, unless otherwise indicated in a specific tariff line item.

Rates applicable to forty foot standard containers, shall also be applicable to forty five foot containers, unless otherwise indicated in a specific tariff line item.

Rates applicable to forty foot high cube containers, shall also be applicable to forty five foot containers, unless otherwise indicated in a specific tariff line item.

RULE # TITLE

002 - B COMMODITY DESCRIPTIONS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

1. Description of commodities on all Bills of Lading determine the rates applicable. Verification of Bills of Lading descriptions shall be by comparison with Customs Declaration or Entry. Commodity descriptions may be corrected in event of misdeclaration only when supported by Customs Declaration or Entry. Trade names are not

acceptable commodity descriptions and Shippers are required to declare their commodities by their generally accepted common names.

2. Rates apply only to specific commodities named and cannot be applied to analogous articles. Unless a specific tariff rate item is provided, the generic N.O.S. or Cargo, N.O.S. or Hazardous Cargo, N.O.S. rate must apply.

RULE # TITLE

002 - C VALUE BASIS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Rates provided on a specific value scale must be determined on value basis and net weight or measurement, if applicable, as declared on validated United States Export Declaration covering the shipment.

RULE # TITLE

002 - D ARTICLES SUBJECT TO DIFFERENT RATES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

If any individual packages within the container contains articles subject to different rates, the rate on such

individual package or packages shall be calculated at the rate applying on the highest rated commodity contained within the package.

RULE # TITLE

002 - E GOVERNMENT INSPECTIONS AND CHARGES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Rates do not include charges established by Customs and/or Port Authority Tariffs, except when cargo transshipped at a Foreign Port, cost of transshipment shall be absorbed by Carrier.

When cargo must undergo inspection by United States Customs, Agricultural Dept., Food and Drug Administration or other Government Agency, such inspections shall be at the risk and expense of the cargo. All expenses paid or billed through Carrier for these inspections shall be charged to the cargo, including all transportation of containers, stripping and reloading the cargo of the containers, if required.

RULE # TITLE

002 - F BULK OR LIQUID SHIPMENTS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Rates do not apply on bulk or liquid shipments unless specifically provided in tariff rate item.

RULE # TITLE

002 - G PARTS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Wherever rates are provided for articles, the same basis also applies on parts of such articles where so described on the Bill of Lading, except where specific rates are provided on such parts.

RULE # TITLE

002 - H BILL OF LADING FEE

Filed on: 1/19/07 Effective: 1/19/07 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise stated or shown as All Inclusive, all import rates in this tariff from Turkey Ports to United States Ports subject to a Bill of Lading Fee of \$25.00 per Bill of Lading.

Assessorial Charge Calculation

SET (001 OF 001)

WHEN: ORIGIN EQ TURKEY

AND: DESTINATION EQ USA

THEN: RESULT= 25USD

RULE # TITLE

002 - I INSURANCE

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Rates do not include Marine Insurance or any other class or type of insurance. Carrier may provide Marine Insurance if requested by Shipper in writing prior to the time of shipment at a charge in addition to all other applicable charges.

RULE # TITLE

002 - J THROUGH DATES (SPECIAL RATES)

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Rates with Through Dates published in this tariff supersede the general tariff rate application on that tariff rate item.

RULE # TITLE

002 - K METHOD OF COMPUTING FREIGHT

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

All rates are in U.S. Dollars and unless otherwise specified in individual rate items apply per ton of 1,000 Kgs. (W) or 1 Cubic Meter (M). Rates prefixed by symbols WM are optional weight or measurement rates per ton of 1,000 Kgs., or 1 Cubic Meter and the rate basis yielding the greater revenue will be charged. Except as otherwise provided, the application of gross weight and/or measurement shall be determined as follows:

1. Rates based on a weight (W) basis shall be computed on the gross weight of the shipment. No allowance shall be made for the weight of the package or packaging.
2. Rates based on a cubic measurement (M) basis shall be computed on the total cubic measurement of the shipment or the gross or overall cubic measurement of the individual pieces or packages.
3. Rates based on the cubic measurement of oddsize and outside shipments such as aircraft parts, structural steel objects or construction machinery, shall be measured and

computed on the dimensions as they would stow or be loaded into Carrier's container(s).

4. Cubic measurement for individual pieces or packages shall be computed in accordance with the following rules:

a. All fractions under one-half centimeter are dropped.

b. All fractions over one-half centimeter are extended to the next full centimeter.

c. Where there is a fraction of exactly one-half centimeter in one dimension, it shall be extended to the next full centimeter.

d. Where there are fractions of exactly one-half centimeter in two dimensions, the one in the smaller dimension shall be extended to the next full centimeter and the other dropped.

e. Where there are fractions of exactly one-half centimeter in three dimensions, those in the largest and smallest dimensions shall be extended to the next full centimeter and the other dropped.

RULE # TITLE

002 - L BREAKBULK (LOOSE) CARGO

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Rates apply to or from ship's tackle at loading and unloading point and include only the on shore or on-lighter cost of hooking slingload to ship's gear, but do not include handling charges, state tolls, wharfage or any other terminal charges, unless specifically provided.

RULE # TITLE

002 - M PACKING AND MARKING

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

All shipments tendered to Carrier must be packed in a manner to insure safe transportation with ordinary care. Such packing shall at least meet the standard set for domestic shipping within the United States. All pieces of a shipment must bear marks and numbers, place of destination and country of origin. These packing and marking requirements are the responsibility of the Shipper.

RULE # TITLE

002 - N REFRIGERATED CARGO IN CONTAINERS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Rates named herein for controlled temperature cargo apply on shipments transported in insulated containers equipped with temperature control apparatus which requires operations of such apparatus for protection from heat and cold. Shipper must specify that controlled temperature container is required when booking shipment and must specify the temperature to be maintained on shipping documents.

RULE # TITLE

002 - O SAMPLES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Bona fide samples not exceeding 0.04 CBM may be carried without charge when shipped with the goods it represents, whether in the same package or container with the goods or in overflow containers. Tariff rates and charges will apply on any amount in excess of 0.04 CBM.

RULE # TITLE

002 - P ADVERTISING MATTER

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Advertising matter may be shipped with the goods it advertises, at the rate applying on such goods, whether in the same package with the goods or in separate packages when accompanying the goods, provided the amount of advertising matter does not exceed 5% of the gross weight or measurement of the goods and packing.

RULE # TITLE

002 - Q RESTRICTED COMMODITIES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Except as otherwise provided, the following articles will not be handled in containers:

1. Explosives, inflammable, dangerous, or objectionable goods. (See Rule 16)

2. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.

3. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier, containers, or other cargo.

4. Cargo which requires protection from heat or cold except cargo moving under refrigeration rates or in ventilated or insulated containers.

5. Bank bills, coin or currency, deeds, drafts, notes or valuable paper of any kind; jewelry including costume or 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.

6. Live animals.

7. Prior booking arrangements are required on single pieces or packages, which because of their height, length, width, or weight, exceed the dimensions or weight limitations (either road or carrying capacity) of the carrier's container. For the purposes of this section, where a platform or a flat rack container does not have a specified height in the official "Intermodal Equipment Register", the height of such platform or flat rack container shall

be considered as 8'6" measured from the lowest point of the container.

RULE # TITLE

002 - R PRIOR BOOKING

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

All property transported under the provisions of this tariff must be booked with Carrier prior to shipment.

Cargo booking for shipper loaded containers must be made sufficiently in advance of scheduled sailing date so empty containers may be furnished, loaded at Shipper's premises and returned to Carrier's Terminal prior to departure of vessel on which cargo is booked. Shipper must specify the number and type of containers desired to accommodate shipment at time of shipment.

Nothing in this tariff shall be construed as requiring Carrier to transport property or furnish service for which it does not possess suitable or sufficient equipment, nor to accept shipments when equipment is unavailable.

RULE # TITLE

002 - S AUTOMATED MANIFEST SECURITY FEE (AMS)

Filed on: 1/28/08 Effective: 1/28/08 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise stated or shown as All Inclusive, all
import rates in this tariff to the U.S. are subject
to an AMS Security Fee.

\$ 25.00 EA Bill of Lading

\$ 25.00 EA Bill of Lading for additional AMS filings

Exceptions:

A. From Turkey origins:

\$ 30.00 EA Bill of Lading

\$ 25.00 EA Bill of Lading for additional AMS filings

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: POD NE USA

THEN: NOTHING

SET (002 OF 003)

WHEN: ORIGIN EQ TURKEY

THEN: RESULT= 30USD

SET (003 OF 003)

WHEN: ALWAYS

THEN: RESULT= SELECT FROM AMS FEE)

RULE # TITLE

002 - T PALLETIZED CARGO

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Freight Computation

1. When cargo is delivered to Carrier in unitized loads on shipper-owned pallets, the actual weight or measurement of the pallet shall be excluded, only to the extent that such weight or measurement does not exceed 10% of the total weight or measurement of the entire unit. The weight or measurement of protective, reinforcing and other external materials shall not be excluded except as may be specifically provided for in a tariff item.

2. On unitized cargo on Carrier's pallets supplied to shippers, freight shall be assessed on the individual package measurement/weight and no allowance shall apply.

Bill of Lading will be issued to acknowledge receipt of given number of palletized loads said to contain a given number of pieces and/or packages, and shall be clausued:

"Shipper's load and count. Cargo covered by this bill of lading has been palletized by the shipper and shipper has arranged for the consignee and/or receiver to take delivery of this shipment on the same pallets received from the shipper by Carrier."

RULE # TITLE

002 - U EXCLUSIVE USE

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

1. When a container is loaded for the exclusive use by the shipper or his authorized representative and delivered to the CY, freight charges shall be calculated at the applicable rate of the contents subject to the minima as set forth below. When a shipper loads or partly loads only one container, the minimum rule as set forth below will apply.

a) This rule applies only when exclusive use is requested by the shipper in writing and notation is made on the Bill of Lading that "Shipper has requested Exclusive Use."

b) In the case of container loaded with a single commodity rated on a measurement basis, the minimum shall be calculated at 85% of the total inside cubic capacity of

the container except where the weight capacity of the container has been fully utilized or when the maximum over-the-road legal weight limitation in transit to destination would be exceeded, in which case freight will be assessed on a measurement basis based on the maximum full weight capacity or the over-the-road legal weight limitation of the container, whichever is the lesser.

c) In the case of container loaded with a single commodity rated on a weight basis, the minimum shall be calculated at 95% of the total weight capacity of the container except where the cubic capacity of the container has been fully utilized or when the maximum over-the-road legal weight limitation in transit to destination would be exceeded, such maximum should apply.

d) When the contents of a container consist of more than one commodity, freight charges shall be calculated at the rate applicable on each commodity therein and provided that the total aggregate equals on a measurement basis at least: 85% of the inside cubic capacity of the container or on a weight basis at least 95% of the weight capacity of the container regardless of whether the commodities are rated on a weight or measurement basis; however, if the total measurement and weight is less than the above-stated minimum, freight shall be assessed on the lower deficiency

at the rate applicable to the highest-rated commodity.

2. OVER-FLOW LOADS

a) If Carrier supplies the shipper with more than one container under provisions of this Exclusive Use Rule each single container so supplied shall be subject to the minimum specified except that if the shipper does not fully load the last remaining container, then the freight applying to the over-flow cargo shall be calculated on the actual quantity loaded in the said last remaining container, but subject to the minimum charge per container, if any, published in this tariff.

b) Carrier reserves the right to utilize the unused space in the last remaining container at its CFS.

c) If shippers do not take advantage of this Over-flow provision but insist on no other shipments being stowed in the last remaining container, they shall have such an option, but their cargo will then be subject to the Exclusive Use per container minimums.

RULE # TITLE

002 - V SHIPPER'S LOAD AND COUNT

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

When containers are loaded by Shipper or his Agent and sealed or delivered to Carrier pursuant to the provisions of Rule 21, Carrier accepts said shipments subject to "Shipper's Load and Count" and so clausued on the Bill of Lading in accordance with the following conditions:

1. Carrier will not be responsible for damage resulting from improper loading or article mixing in Carrier's containers, nor any count discrepancy or concealed damage to articles, except where shown due to Carrier's negligence or when seals broken in transit.

2. Carrier not responsible for spoilage or goods deterioration when tendered on a "Shipper's Load and Count Bill of Lading" in a non-insulated container not equipped with refrigeration and/or ventilating apparatus.

3. Consignee or his Agent must furnish Carrier with clean receipt prior to release of container or contents for delivery, except where seals are broken.

4. Containers with cargo destined to more than one ultimate receiver must be consigned to one party only to whom Carrier will release the container and its contents at Port of Discharge.

5. When Carrier receives a sealed shipment in a Carrier furnished container occupying the full visible capacity of the container, individual cartons, packages or other separate articles need not be marked.

6. All cargo loaded in any one container must be for the same Port of Discharge.

7. Materials and labor required to secure and properly stow cargo must be supplied by Shipper at own expense. Carrier shall not be liable for such materials nor their return after use.

8. If Carrier exercises its option to open and inspect the contents of the container and the securing thereof and determines in its sole judgement the securing inadequate, Carrier possesses option of declining carriage or resecuring the cargo at expense of Shipper.

9. Carrier shall not be responsible for any expense incurred for customs examination and in no event must the vessel be delayed by such examination.

10. Containers shall be classed as a single unit for which only one Bill of Lading may be issued. Vessel's liability limited accordingly as per terms and conditions of

Carrier's Bill of Lading, except as otherwise provided.

11. Shipper possesses option to place locks on any container, but Shipper must assume full responsibility for sending proper key to Consignee.

RULE # TITLE

002 - W DOCUMENTATION INSTRUCTIONS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

1. Shipper or his Agent must furnish all documents required for export from country of origin and for import into country of destination and any other documents necessary for other countries through which shipments may move. Carrier shall furnish upon request the information concerning such documents, but shall not be required to volunteer such information.

2. The Bill of Lading must show the names and addresses of Shipper and Consignee. Shipments consigned "To Order" must show the name and address of the party to be notified. Shippers requiring properly endorsed Original Bill of Lading to be surrendered before delivery, must secure an Order Bill of Lading. If an Order Bill of Lading is lost, delayed, or otherwise not immediately

available, Carrier may deliver shipment to party claiming in writing as lawfully entitled to possession of the property upon security of currency or Bank Cashier's Check in an amount equal to 125 percent (125%) of the invoice value of the property or at Carrier's option, a Bond of Indemnity with corporate security duly authorized to write surety bonds in amount equal to 200 percent of invoice value.

3. Shipper's Export Declarations

A duly executed copy of the shipper's export declaration, as required by U.S. Customs for each individual shipment accepted for transportation, must be delivered by the shipper to Carrier not later than 48 hours prior to the sailing of the vessel on which shipment or shipments are to be transported. Carrier will not issue Bills of Lading on any shipment until it has received copy or copies of necessary shipper's export declaration or declarations.

4. On-board Bills of Lading

On-Board Bills of Lading shall not be issued until the cargo stands actually laden on board the vessel.

RULE # TITLE

002 - X DIVERSIONS

Filed on: 2/21/06 Effective: 3/23/06 Thru: 0/00/00 Expire: 0/00/00

Cargo may be diverted from Original Bill of Lading Destination if stowage permits, subject to an additional charge of \$200.00 per container, in addition to any costs involved when shifting cargo required in order to accomplish a diversion.

In addition, there will be a Bill of Lading administrative charge as follows:

- Change of Destination (POD) : USD 200.00 per B/L
- Change of Final Place of Delivery : USD 50.00 per B/L

The freight charge on cargo diverted from Original Bill of Lading Destination shall be the applicable rate to actual Port of Discharge, plus diversion charge and any additional charges as listed above, but in no case shall the resultant total freight charges be less than the freight charges to the Original Port of Discharge.

RULE # TITLE

002 - Y OPTIONAL DISCHARGE

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

When arrangements are made with Carrier at time of booking, cargo will be accepted for optional discharge at two or more Destination Ports. All cargo stowed for optional discharge shall be assessed an additional charge of \$125.00 per 20 foot container and \$150.00 per 40 foot container. The actual Port of Discharge must be declared no later than 48 hours prior to vessel's expected arrival at first Port of Discharge. Freight charges shall be computed to the Destination Port that produces the highest total charge.

RULE # TITLE

003 - EFFECTIVE DATE OF RATE APPLICABILITY

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

The rates, charges and rules applicable to any given shipment shall be those in effect on the date the cargo is received by the common carrier or its agent, including originating carriers in the case of rates for through transportation.

A shipment shall not be considered received until the full

bill of lading quantity has been received.

RULE # TITLE

004 - HEAVY LIFT

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Not Applicable.

RULE # TITLE

005 - EXTRA LENGTH

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Not Applicable.

Bills of Lading must show length of each piece or package.

RULE # TITLE

006 - MINIMUM BILL OF LADING CHARGES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise specifically provided, the minimum Bill of Lading charge shall be One (1) Revenue Ton for any single shipment.

Assessorial Charge Calculation

SET (001 OF 001)

WHEN: ALWAYS

THEN: BASIC-OCEAN-FREIGHT= MAX(BASIC-OCEAN-FREIGHT,TLI-RATE)

RULE # TITLE

007 - PAYMENT OF FREIGHT CHARGES

Filed on: 4/28/06 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

A. Freight charges may be prepaid or collect in accordance with the following provisions:

(1) Prepaid Freight and Prepayment of Freight

When freight or charges are prepaid, Bills of Lading must not be issued except upon payment of such freight or charges in U.S. Dollars or in foreign currency based on the highest (numerical) Telegraph Transfer Selling Rate of Exchange (TTS) for U.S. Dollars on the day of receipt of the full Bill of Lading quantity.

(2) Collect Freight

Collect freight and charges must be paid to the ocean Carrier prior to release of cargo at terminal ports of discharge.

(3) Freight charges must be paid to Carrier before release of the cargo, unless prior arrangements to the contrary have been made with Carrier.

(4) Unless prior arrangements to the contrary have been made with Carrier, freight charges and all other charges must be prepaid on shipments of:

(a) Household Goods

(b) Personal Effects

(c) Privately owned motor vehicles

(d) Refused/Returned Shipments

(5) In the event Consignee or his agent refuse to pay freight and other charges, and merchandise remains undeliverable thereby, Shipper guarantees and remains liable for full payment of freight and other charges, together with any expense incurred while awaiting disposition of the cargo.

B. Freight charges may be prepaid or collect in accordance with the provisions of this Rule. Ocean Freight and other Tariff charges are due and completely earned upon receipt of cargo by Carrier.

RULE # TITLE

008 - BILL OF LADING TERMS AND CONDITIONS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

1. DEFINITIONS

- a) Bill of Lading as used herein includes conventional bills of lading, as well as electronic, express and laser bills of lading, sea waybills and all like documents, howsoever generated, covering the Carriage of Goods to, from or through the United States, whether or not issued to the Merchant.
- b) "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.
- c) "Carrier" Samuel Shapiro & Co., Inc., on whose behalf this Bill of Lading was issued, d) "Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant.
- e) "Container" means any container (closed or open top), van, trailer, flatbed, transportable tank, railroad car, vehicle, flat, flatrack, pallet, skid, platform, cradle, sling-load or any other article of transport and any equipment associated or appurtenant thereto.
- f) "Goods" means the cargo accepted from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier.
- g) "Merchant" means the shipper, consignor, consignee,

receiver, holder of this Bill of Lading, owner of the Goods or person entitled to the possession of the Goods and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this Bill of Lading.

h) "Person" means an individual, a partnership, corporation, company or any other entity of whatsoever nature.

i) "Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, feedership, barge, or other means of conveyance by water used in whole or in part by the Carrier to fulfill this contract.

2. CARRIER'S TARIFFS. The Goods carried hereunder are subject to all the terms and conditions of the Carrier's applicable tariff which are incorporated herein. Copies of the relevant provisions of the applicable tariff are obtainable from the Carrier upon request. In the event of any conflict between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.

3. WARRANTY/ACKNOWLEDGMENT. The Merchant warrants that in agreeing to the Terms and Conditions hereof, it is, or is the agent and has the authority of, the owner or person entitled to the possession of the Goods or any person who has a present or future interest in the Goods. The Merchant

acknowledges that the Carrier is a non-vessel operating common carrier ("NVOCC"), and that it neither owns nor charters vessels, as a result of which the Carrier or any sub-carrier, connecting carrier or substitute carrier (which may be a NVOCC) will be required to contract with an actual ocean carrier to accomplish the Carriage contemplated by this Bill of Lading and does so as agent of the Merchant. The Merchant further acknowledges that by identifying the carrying Vessel on the face side hereof, it knows or can determine the name of the actual ocean carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tariff(s) and agrees to be bound thereby.

4. RESPONSIBILITY

a) Except where the Carriage covered by this Bill of Lading is to or from a port or locality where there is in force a compulsorily applicable ordinance or statute of a nature similar to the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, the provisions of which cannot be departed from, and suit or other proceeding is instituted and litigated in such port or locality, this Bill of Lading shall have effect subject to the Carriage of Goods by Sea Act of the United States ("COGSA"), approved April 16, 1936, and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of its rights,

immunities, exemptions, limitations or exonerations or an increase of any of its responsibilities or liabilities under COGSA or, as the case may be, such compulsorily applicable ordinances or statutes. The provisions of COGSA or such compulsorily applicable ordinances or statutes (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the Goods or Containers or other packages are in the care, custody and/or control of the Carrier, a Participating carrier or independent contractor (inclusive all subcontractors), their agents and servants, whether engaged by or acting for the Carrier or any other person, as well as during the entire time the Carrier is responsible for the Goods. In the absence of compulsorily applicable legislation, COGSA shall apply during the entire time the Carrier remains responsible hereunder.

b) The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, mis-delivery or other loss or damage to or in connection with the Goods or Containers or other packages occurring at any time contemplated under subdivision a) of this Clause.

c) The Carrier shall, irrespective of which law is applicable under subdivision a) of this Clause, be entitled to the benefit of the provisions of Sections 4281 through 4286, inclusive, and 4289 of the Revised Statutes of the United States and amendments thereto.

d) The rights, defenses, exemptions, limitations of and exonerations from liability and immunities of whatsoever nature provided for in this Bill of Lading shall apply in any action or proceeding against the Carrier, its agents and servants and/or any Participating carrier or independent contractor, whether in tort, contract or otherwise.

5. THROUGH TRANSPORTATION. When either the Place of Receipt or Place of Delivery set forth herein is an inland point or place other than the Port of Loading or Port of Discharge (Through Transportation basis), the Carrier will procure transportation to or from the sea terminal and such inland point(s) or place(s) and, notwithstanding anything in this Bill of Lading contained, but always subject to Clause 4. hereof, the Carrier shall be liable for loss or damage of whatsoever nature and howsoever arising to the following extent, but no further:

- a) Upon proof that the loss or damage arose during a part of the Carriage herein made subject to COGSA or other compulsorily applicable legislation, as set forth in Clause 4. a) hereof, said legislation shall apply; or
- b) Upon proof that the loss or damage not falling within a) above, but concerning which the law of any country, state or subdivision thereof contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct contract with the Carrier,

a Participating carrier or independent contractor, as referred to herein, relative to a particular stage of transport or other handling wherein the loss or damage occurred and received as evidence thereof a particular receipt or other document, then the liability of the Carrier, Participating carrier and independent contractor shall be subject to the provisions of such law.

c) If it should be determined that the Carrier bears any responsibility for loss or damage occurring during the care custody and/or control of any Participating carrier or independent contractor, their agents and/or servants, and b subject to law compulsorily applicable to their bills of lading, receipts, tariffs and/or law applicable thereto, then the Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature accorded under such bill of lading, receipt, tariff and/or applicable law, provided however, that nothing contained herein shall be deemed a surrender by the Carrier of any of its rights, defenses and immunities or an increase of any of its responsibilities or liabilities under this Bill of Lading, the Carrier's applicable tariff or laws applicable or relating thereto.

d) Except as hereinabove provided, the Carrier shall have no liability for loss or damage to the Goods.

6. SUBCONTRACTING: BENEFICIARIES

a) The Carrier shall be entitled to subcontract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by it in relation to the Goods or Containers or other packages or any other goods.

b) It is understood and agreed that if it should be adjudged that any person or entity other than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where a loss or damage shall occur and without regard to whether the Goods covered hereby or any other goods are being handled or are damaged directly or indirectly during any handling, and even if the Goods or other goods are transported on free in stowed and/or free out terms, all exemptions, limitations and exonerations from liability provided by law or by the Terms and Conditions hereof shall be available to all agent servants, employees, representatives, all Participating (including rail and other inland) carriers and all stevedor terminal operators, warehousemen, crane operators, watchmen carpenters, ship cleaners, surveyors and all independent contractors, inclusive of all persons providing any service whatsoever. In contracting for the foregoing exemptions, limitations and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to the contract evidenced by this Bill

of Lading, regardless for whom acting or by whom retained a paid, it being always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations of or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

c) The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea or air transport and to arrange participation by other carriers to accomplish the total or any part of the carriage from Port of Loading to Port of Discharge or from Place of Receipt to Place of Delivery, or any combination thereof, except as may be otherwise provided herein.

d) The Merchant agrees that the Carrier shall be deemed to be a beneficiary of the actual ocean carrier's bill of lading and of all exemptions, limitations of and exonerations from liability therein contained even though the Carrier acts as agent of the Merchant in contracting with the actual ocean carrier for the Carriage of the Goods. Notwithstanding under no circumstances shall the Carrier be responsible for any damages to an extent greater than the actual ocean carrier or any beneficiaries of its bill of lading.

e) No agent or servant of the Carrier or other person or claimant named in subdivision b) hereof shall have power to waive or vary any of the terms hereof unless such waiver or variation

is in writing and is specifically authorized or ratified in writing by an officer or director of the Carrier having actual authority to bind the Carrier to such waiver or variation.

7. MERCHANT S RESPONSIBILITIES/DESCRIPTION OF GOODS

- a) The description and particulars of the Goods set out on the face hereof and any description, particular or other representation appearing on the Goods, Container or other packages or documents relating thereto are furnished by the Merchant, and the Merchant warrants to the Carrier that the description, particulars and any representation made include but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.
- b) The Merchant warrants that it has complied with all applicable laws, regulations and requirements of Customs, Port and other Authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particular relative to the Goods.
- c) The Merchant further warrants 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, regulations and requirements which may be applicable.
- d) No Goods which are or may become dangerous, inflammable or

damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's prior 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 thereof so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

e) The Merchant shall be liable for all loss or damage of any kind whatsoever including, but not limited to, contamination, soiling, detention and demurrage before, during and after the Carriage of property (including but not limited to Containers) of the Carrier or any person or vessel (other than the Merchant) caused by the Merchant or any person acting on its behalf or for which the Merchant is otherwise responsible.

f) The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier, and the Carrier shall have a lien on the Goods for all expenses of mending, repairing,

fumigating, repacking, reconditioning, baling, reconditioning of the Goods and gathering of loose contents, also for expenses for repairing Containers damaged while in the possession of the Merchant, for demurrage on Containers and any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier, Vessel, Goods, Containers or other packages and for any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of Containers or other packages or description of the contents, failure of the Merchant to procure consular, Board of Health or other certificates to accompany the Goods or to comply with laws or regulation or any kind imposed with respect to the Goods by the authorities at any port of place or any act or omission of Merchant. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

g) The Merchant shall defend, indemnify and hold harmless the Carrier, any Participating carrier, independent contractor, their agents and servants, against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7. or from any other cause for which the Carrier is not ultimately responsible.

8. CONTAINERS.

- a) Goods may be stowed by the Carrier in or on Containers, and may be stowed with other goods. Containers, whether stowed by the Carrier or received fully stowed, may be carried on or under deck without notice, and the Merchant expressly agrees that cargo stowed in a Container and carried on deck is considered for all legal purposes to be cargo stowed under deck. Goods stowed in Containers on deck shall be subject to the legislation referred to in Clause 4. hereof and will contribute in General Average and receive compensation in General Average, as the case may be.
- b) The Terms and Conditions of this Bill of Lading shall govern the responsibility of the Carrier with respect to the supply of a Container to the Merchant.
- c) If a Container has been stuffed by or on behalf of the Merchant, the Carrier, any Participating Carrier, all independent contractors and all persons rendering any service whatsoever hereunder shall not be liable for any loss or damage to the Goods, Containers or other packages or to any other goods caused (1) by the manner in which the Container has been stuffed and its contents secured, (2) by the unsuitability of the Goods for carriage in Containers or for the type of Container requested by and furnished to the Merchant, or (3) condition of the Container furnished, which the Merchant acknowledges has been

inspected by it or on its behalf before stuffing and sealin

d) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by a), b) and c) above.

e) Merchant shall provide the carrier all necessary information at least 36 hours in advance of the goods being loaded onto a vessel. Merchant understands that a failure to provide such information as required may result in the delay of shipment, and agrees to defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage or expense which may be sustained or incurred by the Carrier relative to the above and the Merchant agrees to submit to the jurisdiction of any court, tribunal or other body before whom the Carrier may be brought, whether said proceeding is of a civil or criminal nature.

9. CONTAINERS WITH HEATING OR REEFER APPARATUS. Containers

with temperature or atmosphere control apparatus for heating, refrigeration, ventilation or otherwise will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may entail increased Charges. In the absence of an express request, it shall be conclusively presumed that the use of a dry container is

appropriate for the Goods. Merchant must provide Carrier with desired temperature range in writing at time of booking and insert same on the face side of the Bill of Lading, and where so provided, Carrier is to exercise due diligence to maintain the temperature within a reasonable range while the Containers are in its care, custody and/or control or that of any Participating carrier or independent contractor. The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers not owned or leased by Carrier or for latent defects not discoverable by the exercise of due diligence. Where the Container is stuffed or partially stuffed by or on behalf of the Merchant, the Merchant warrants that it has properly pre-cooled the Container, that the Goods have been properly stuffed and secured within the Container and that the temperature controls have been properly set prior to delivery of the Container to the Carrier, its agents, servants, or any Participating carrier or independent contractor. The Merchant accepts responsibility for all loss or damage of whatsoever nature resulting from a breach of any of these warranties, including but not limited to other cargo consolidated in the Container with the Merchant's Goods or to any other cargo, property or person damaged or injured as a result thereof, and the Merchant agrees to defend, indemnify and hold the Carrier, Participating

carriers and independent contractors, their agents and servants, harmless from and against all claims, suits, proceedings and all other consequences thereof regardless of their nature and merit.

10. CARRIER S EQUIPMENT:INDEMNITY Whenever the Merchant, or an agent, servant, contractor or anyone else acting on its behalf, directly or indirectly, takes possession of or exercises control over a Container and/or any equipment whatsoever owned or leased by, or the use of which is provided to, the Carrier, any Participating Carrier, their agents, servants or independent contractors, the Merchant agrees to defend, indemnify and hold harmless the Carrier, any Participating Carrier, their agents, servants and independent contractors from and against any loss or damage to said Container and equipment, as well as to any third-party property, and for any injury to or death of persons arising out of the use of said Container and equipment.

11. OPTION OF INSPECTION. The Carrier and any Participating carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense,

the Carrier and Participating carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to continue the Carriage or to store the Goods, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional Charges so incurred.

12. DECK CARGO. Deck cargo (except that carried in Containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals), and the Carrier will not in any event be liable for any loss or damage for or from which he is exempt, immune or exonerated by applicable law, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the Merchant. Except as may be otherwise provided, such shipments shall be deemed Goods and shall be subject to all Terms and Conditions of this Bill of Lading.

13. METHODS AND ROUTES OF TRANSPORTATION. With respect to the Goods or Containers or other packages, the Carrier may at any time and without notice to the Merchant:

- a) use any means of transport (water, land and/or air) or

storage whatsoever;

b) forward, transship or retain on board or carry on another vessel or conveyance or by any other means of transport than that named on the reverse side hereof;

c) carry Goods on or under deck at its option;

d) proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route or in or out of geographical rotation;

e) proceed to or stay at any place whatsoever once or more often and in any order or omit calling at any port, whether scheduled or not;

f) store, vanned or devanned, at any place whatsoever, ashore or afloat, in the open or covered;

g) proceed with or without pilots;

h) carry livestock, contraband, explosives, munitions, warlike stores, dangerous or hazardous goods or goods of any and all kinds;

i) drydock or stop at any unscheduled or unadvertised port for bunkers, repairs or for any purpose whatsoever;

j) discharge and require the Merchant to take delivery, vanned or devanned;

k) comply with any orders, directions or recommendations given by any government or authority or by any person or body acting or purporting to act with the authority of any government or authority or having under the terms of the insurance on the vessel or other conveyance employed by

the Carrier the right to give such orders, directions or recommendations.

l) take any other steps or precautions as may appear reasonable to the Carrier under the circumstances.

The liberties set out in subdivisions a) through l) may be invoked for any purpose whatsoever even if not connected with the Carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation. In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

14. MATTERS AFFECTING PERFORMANCE. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of, during or after the Carriage, which in the judgment of the Carrier is likely to give rise to any hindrance, risk, capture, seizure, detention, damage, delay, difficulty or disadvantage or loss to the Carrier or any part of the Goods, or make it unsafe, imprudent, impracticable or unlawful for any reason to receive, keep, load, carry or discharge them or any part of them or commence or continue the Carriage or disembark passengers at the port of Discharge or at the usual or intended place of

discharge or delivery, or to give rise to danger, delay or difficulty of whatsoever nature in proceeding by the usual or intended route, the Carrier and any Participating carrier, without notice to the Merchant, may decline to receive, keep, load, carry or discharge the Goods, or may discharge the Goods and may require the Merchant to take delivery and, upon failure to do so, may warehouse them at the risk and expense of the Merchant and Goods or may forward or transship them as provided in this Bill of Lading, or the Carrier may retain the Goods on board until the return of the Vessel to the Port of Loading or to the Port of Discharge or any other point or until such time as the Carrier deems advisable and thereafter discharge them at any place whatsoever. In such event, as herein provided, such shall be at the risk and expense of the Merchant and Goods, and such action shall constitute complete delivery and performance under this contract, and the Carrier shall be free from any further responsibility. For any service rendered as herein above provided or for any delay or expense to the Carrier or Vessel caused as a result thereof, the Carrier shall, in addition to full Charges, be entitled to reasonable extra compensation, and shall have a lien on the Goods for same. Notice of disposition of the Goods shall be sent to the Merchant

named in this Bill of Lading within a reasonable time thereafter. All actions taken by the Carrier hereunder shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

15. DELIVERY. If delivery of the Goods or Containers or other packages or any part thereof is not taken by the Merchant when and where and at such time and place as the Carrier is entitled to have the Merchant take delivery, whether or not the Goods are damaged, they shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or, if containerized, devanned and sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods. If the Goods are stowed within a Container owned or leased by the Carrier, the Carrier shall be entitled to devan the contents of any such Container, whereupon the Goods shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods. At ports or places where by local

law, authorities or custom, the Carrier is required to discharge cargo to lighters or other craft or where it has been so agreed or where wharves are not available which the Vessel can get to, be at, lie at, or leave, always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely to delay the Vessel, the Merchant shall promptly furnish lighters or other craft to take delivery alongside the Vessel at the risk and expense of the Goods. If the Merchant fails to provide such lighters or other craft, Carrier, acting solely as agent for the Merchant, may engage such lighters or other craft at the risk and expense of the Merchant and Goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of Carrier with respect to the Goods shall thereupon terminate. Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability not relieve the Merchant of any obligation hereunder. The Carrier may in his absolute discretion receive the Goods as Full Container Load and deliver them as Less than Full Container Load and/or as split delivery of the Goods to more than one

receiver. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the goods, which are found upon unpacking the container. The Carrier may in his absolute discretion receive the Goods as Less than Full Container Load and deliver them as Full Container Load. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which were not apparent at the time of such delivery, provided that he shall have exercised ordinary care in packing the Containers.

16. CHARGES, INCLUDING FREIGHT. The Charges payable hereunder have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall, at any time, be entitled to inspect, reweigh, remeasure or revalue the contents and, if any of the particulars furnished by the Merchant are found to be incorrect, the Charges shall be adjusted accordingly, and the Merchant shall be responsible to pay the correct Charges and all expenses incurred by the Carrier in checking said particulars or any of them. Charges shall be deemed earned on acceptance of the Goods or Containers or other packages for shipment by the Carrier and shall be paid by the Merchant in full, without any offset, counterclaim or deduction, cargo and/or vessel

or other conveyance lost or not lost, and shall be non-returnable in any event. The Merchant shall remain responsible for all Charges, regardless whether the Bill of Lading states, in words or symbols, that it is "Prepaid," "To be Prepaid" or "Collect." In arranging for any services with respect to the Goods, the Carrier shall be considered the exclusive agent of the Merchant for all purposes, and any payment of Charges to other than the Carrier shall not, in any event, be considered payment to the Carrier. The Merchant shall defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage and expense which may be sustained or incurred relative to the above.

17. CARRIER'S LIEN. The Carrier shall have a lien on the Goods, inclusive of any Container owned or leased by the Merchant, and all equipment and appurtenances thereto, as well as on any Charges due any person, and on any documents relating thereto, which lien shall survive delivery, for all sums due under this contract or any other contract or undertaking to which the Merchant was party or otherwise involved, including, but not limited to, General Average contributions, salvage and the cost of recovering such sums,

inclusive of attorneys fees. Such lien may be enforced by the Carrier by public or private sale at the expense of and without notice to the Merchant. The Merchant agrees to defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage or expense which may be sustained or incurred by the Carrier relative to the above and the Merchant agrees to submit to the jurisdiction of any court, tribunal or other body before whom the Carrier may be brought, whether said proceeding is of a civil or criminal nature.

18. RUST. It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods. Acknowledgement of receipt of the Goods in apparent good order and condition is not a

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RULE # TITLE

009 - FREIGHT FORWARDER COMPENSATION

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Applies Outbound from U.S.A. only.

Compensation may be paid only to such Freight Forwarders who are qualified to carry on the business of forwarding and to receive compensation under the provisions of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, and regulations effective pursuant thereto, (46 CFR Part 515), and only when such Freight Forwarders have performed the services and made the certifications required by said public law and regulations, and any amendments thereto.

Rates of Freight Forwarder Compensation -

Except as otherwise provided, Compensation to a Freight Forwarder shall be one and one-quarter percent (1.25%). Compensation shall not be paid on accessorial charges, charges assessed for containerization of cargoes, rental fees assessed for use of containers, and surcharges assessed in addition to rates to ports named in this tariff.

RULE # TITLE

010 - SURCHARGES AND ARBITRARIES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Not applicable.

RULE # TITLE

010 - A CURRENCY ADJUSTMENT FACTOR

Filed on: 4/14/08 Effective: 5/16/08 Thru: 0/00/00 Expire: 0/00/00

Currency Adjustment Factor 15%

From Ports and points: UK, Belgium, Netherlands,
Scandinavia, Baltic countries, Northern France, Russia (St
Petersburg), Germany and Poland

To: USEC and Gulf ports and points

Assessorial Charge Calculation

SET (001 OF 001)

WHEN: POL EQ NORTH EUROPE COUNTRIES - O

AND: POD EQ 001000 U.S. DEST PORT GRP

THEN: RESULT= CAF-CHARGES * 15%

RULE # TITLE

010 - B BUNKER ADJUSTMENT FACTOR (BAF)

Filed on: 10/16/09 Effective: 11/04/09 Thru: 0/00/00 Expire: 0/00/00

FAR EAST - IMPORT

Unless otherwise stated or shown as All Inclusive, all import rates in this tariff from the Far East to the United States are subject to a Bunker Surcharge, as follows:

PC20 \$1084.00

PC40 1355.00

PC40B 1524.00

PC45 1715.00

FAR EAST - EXPORT

Unless otherwise stated or shown as All Inclusive, all export rates in this tariff from the United States to the Far East are subject to a Bunker Surcharge, as follows:

PC20 \$1084.00

PC40 1355.00

PC40B 1355.00

PC45 1355.00

FROM: MED to USEC & GC

Unless otherwise stated or shown as All Inclusive, all import rates in this tariff from Mediterranean Ports to or through the USEC and Gulf Ports are subject to a Bunker Surcharge as follows:

PC20 \$ 525.00

PC40 \$ 1050.00

MED to USWC

Unless otherwise stated or shown as All Inclusive, all
import rates in this tariff from Mediterranean Ports to or
through the USWC are subject to a Bunker
Surcharge as follows:

PC20 \$ 585.00

PC40 \$ 1170.00

Assessorial Charge Calculation

SET (001 OF 001)

WHEN: ALWAYS

THEN: RESULT= SELECT FROM BUNKER ADJUSTMENT FACT)

RULE # TITLE

010 - C ALAMEDA CORRIDOR CHARGE(ACC)

Filed on: 11/30/07 Effective: 1/01/08 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise stated or shown as All Inclusive, all
import and export rates in this tariff on cargo to/from
the Far East to the United States moving thru the ports of
Los Angeles or Long Beach are subject to an Alameda
Corridor Charge, as follows:

PC20 \$19.00

PC40 38.00

PC40B 38.00

PC45 42.00

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: POL NE (P) LOS ANGELES, CALIFORNIA, USA

AND: POD NE (P) LOS ANGELES, CALIFORNIA, USA

AND: POL NE (P) LONG BEACH, CALIFORNIA, USA

AND: POD NE (P) LONG BEACH, CALIFORNIA, USA

THEN: NOTHING

SET (002 OF 003)

WHEN: ORIGIN EQ USA

AND: ORIGIN NE CALIFORNIA, USA

AND: ORIGIN NE NEVADA, USA

AND: ORIGIN NE ARIZONA, USA

THEN: RESULT= SELECT FROM ALAMEDA CORRIDOR)

SET (003 OF 003)

WHEN: DESTINATION EQ USA

AND: DESTINATION NE CALIFORNIA, USA

AND: DESTINATION NE NEVADA, USA

AND: DESTINATION NE ARIZONA, USA

THEN: RESULT= SELECT FROM ALAMEDA CORRIDOR)

RULE # TITLE

010 - D CHASSIS USAGE CHARGE (CUC)

Filed on: 5/25/06 Effective: 5/25/06 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise stated or shown as All Inclusive, all import rates in this tariff are subject to a Chassis Usage Charge of \$60, when carrier chassis are used.

As an exception to the above, cargo from the Far East will not be subject to a Chassis Usage Charge.

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: POD NE USA

THEN: NOTHING

SET (002 OF 003)

WHEN: ORIGIN EQ O-FAR EAST COUNTRIES

THEN: NOTHING

SET (003 OF 003)

WHEN: ALWAYS

THEN: RESULT= SELECT FROM CHASSIS USAGE CHARGE)

RULE # TITLE

010 - E PANAMA CANAL TRANSIT SURCHARGE (PCS)

Filed on: 2/29/08 Effective: 5/01/08 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise stated or shown as All Inclusive, all impor
rates in this tariff from the Far East to the USEC United
States Atlantic and Gulf ports transitting through the Panam
Canal are subject to a Panama Canal Surcharge as follows:

 \$ 6.00 CBM

 \$ 14.00 KT (Metric Ton)

 \$260.00 PC

Assessorial Charge Calculation

SET (001 OF 005)

WHEN: POD EQ WC-D

AND: ORIGIN EQ ASIA-O

THEN: NOTHING

SET (002 OF 005)

WHEN: POD EQ AG-D

AND: ORIGIN EQ ASIA-O

AND: RATE-BASIS EQ PC

THEN: RESULT= 260USD

SET (003 OF 005)

WHEN: POD EQ AG-D

AND: ORIGIN EQ ASIA-O

AND: RATE-BASIS EQ W

THEN: RESULT= ACTUAL-WEIGHT * 14USD

SET (004 OF 005)

WHEN: POD EQ AG-D

AND: ORIGIN EQ ASIA-O

AND: RATE-BASIS EQ M

THEN: RESULT= ACTUAL-VOLUME * 6USD

SET (005 OF 005)

WHEN: POD EQ AG-D

AND: ORIGIN EQ ASIA-O

AND: RATE-BASIS EQ WM

THEN: TEMP1= 14USD * ACTUAL-WEIGHT

AND: TEMP2= 6USD * ACTUAL-VOLUME

AND: RESULT= MAX(TEMP1,TEMP2)

RULE # TITLE

010 - F SHANGHAI THC

Filed on: 12/16/09 Effective: 1/15/10 Thru: 0/00/00 Expire: 0/00/00

For all shipments from Shanghai to USA; a Shanghai THC in the amount of RMB470/20 , RMB750/40 , AND RMB755/40 HC, AND RMB955/45 HC will replace the current SPS surcharge rule.

Assessorial Charge Calculation

SET (001 OF 005)

WHEN: ORIGIN NE (P) SHANGHAI, CHINA

THEN: RESULT= NOTHING

SET (002 OF 005)

WHEN: CONTAINER-SIZE EQ 20

THEN: RESULT= 470.00CNY

SET (003 OF 005)

WHEN: CONTAINER-SIZE EQ 40

THEN: RESULT= 750.00CNY

SET (004 OF 005)

WHEN: CONTAINER-SIZE EQ 40B

THEN: RESULT= 755.00CNY

SET (005 OF 005)

WHEN: CONTAINER-SIZE EQ 45B

THEN: RESULT= 955.00CNY

RULE # TITLE

010 - H EMERGENCY BUNKER ADJUSTMENT FACTOR (EBAF)

Filed on: 5/01/08 Effective: 5/15/08 Thru: 0/00/00 Expire: 0/00/00

This rule only applies when so referenced in commodity
or rate items.

For cargo under item 8431-49-9030, Mining Machinery Parts o
breakbulk cargo a charge of 7.5% of the basic ocean freight
will apply.

For all cargo from Asia to the USA, the following will
apply unless otherwise noted:

\$160/20

\$200/40

\$225/HC

\$250/45

\$6/wm (\$6 minimum)

RULE # TITLE

010 - I INLAND FUEL SURCHARGE (IFS), U.S. IMPORTS FROM ASIA

Filed on: 8/28/08 Effective: 10/01/08 Thru: 0/00/00 Expire: 0/00/00

From Asia to the US only.

In order to recover increased costs incurred by Carrier for inland (truck and rail) transportation in connection with intermodal (IPI), reverse inland point intermodal (RIPI), West Coast Group 4, and East Coast Local Store Door Delivery (SDD) shipments, an Inland Fuel Charge will be applicable to all cargo shipped under this tariff or under service contract to which this tariff is applicable:

The initial amount of the charge will be:

For delivered to CA, OR and WA states and East Coast

Local SDD cargo:

USD 119.00/per Container

For IPI and RIPI cargo:

USD 411.00/per Container

Assessorial Charge Calculation

SET (001 OF 007)

WHEN: DESTINATION EQ POD

THEN: NOTHING

SET (002 OF 007)

WHEN: TLI-RATE-BASIS EQ WM

THEN: NOTHING

SET (003 OF 007)

WHEN: ORIGIN NE ASIA-O

THEN: NOTHING

SET (004 OF 007)

WHEN: RATE-BASIS EQ PC

AND: DESTINATION NE WC-D

AND: DESTINATION EQ GROUP-4

AND: POD EQ WC-D

THEN: RESULT= 119USD

SET (005 OF 007)

WHEN: POD EQ WC-D

AND: DESTINATION NE WC-D

AND: DESTINATION NE GROUP-4

AND: RATE-BASIS EQ PC

THEN: RESULT= 411USD

SET (006 OF 007)

WHEN: DESTINATION EQ GROUP-3

AND: POD EQ EAST COST PORTS
AND: DESTINATION NE EAST COST PORTS
AND: RATE-BASIS EQ PC
THEN: RESULT= 119USD

SET (007 OF 007)

WHEN: DESTINATION NE GROUP-3
AND: RATE-BASIS EQ PC
AND: POD EQ EAST COST PORTS
AND: DESTINATION NE EAST COST PORTS
THEN: RESULT= 411USD

RULE # TITLE

010 - J INLAND FUEL SURCHARGE, FROM U.S. TO ASIA

Filed on: 8/28/08 Effective: 10/01/08 Thru: 0/00/00 Expire: 0/00/00

For shipments to Asia:

In order to recover increased costs incurred by Carrier for inland (truck and rail) transportation in connection with intermodal shipments, an Inland Fuel Surcharge will be applicable to all cargo shipped under this tariff or under service contracts which is not all water direct loading

to which this tariff is applicable.

The amount of the surcharge will be:

Not all water direct loading	Per container
-----	-----
Motor only	\$ 119.00
Rail or Rail-Motor	\$ 411.00

This is applicable to single factor rates where the inland transportation is included in the ocean freight.

Assessorial Charge Calculation

SET (001 OF 004)

WHEN: ORIGIN EQ POL

THEN: NOTHING

SET (002 OF 004)

WHEN: TLI-RATE-BASIS EQ WM

THEN: NOTHING

SET (003 OF 004)

WHEN: DESTINATION NE ASIA-D

THEN: NOTHING

SET (004 OF 004)

WHEN: ALWAYS

THEN: RESULT= SELECT FROM INLAND FUEL)

RULE # TITLE

010 - K VALUE ADDED SURCHARGE FROM INDONESIA

Filed on: 4/28/06 Effective: 11/30/05 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise indicated in a particular rate item, the following Value Added Surcharges will be assessed on shipments originating from Surabaya and Semarang only in

US\$:

For DRY containers:

US\$ 15.00/20 FT.

20.00/40 FT. x 8'6"

20.00/40 FT. x 9'6"

30.00/45 FT.

3/ CBM or MT

For REEFER containers:

US\$ 20.00/20 FT.

30.00/40 FT. x 8'6"

30.00/40 FT. x 9'6"

The above charges are applicable to cargo freighted under this tariff and Carrier's Service Contract Tariff and must be shown on the Bills of Lading.

The Value Added Surcharges will apply to all CY/CY cargo, but for CFS/CY shipments and CY/CFS shipments, it would only apply if the cargo was moving on a box rate basis.

Payment of the above charge should be made at the same time and place as Origin Terminal Handling charge.

Assessorial Charge Calculation

SET (001 OF 009)

WHEN: ORIGIN NE (P) SURABAYA, INDONESIA

AND: ORIGIN NE (P) SEMARANG, INDONESIA

THEN: NOTHING

SET (002 OF 009)

WHEN: CONTAINER-SIZE EQ 20

AND: CONTAINER-TYPE NE RE

THEN: RESULT= 15USD

SET (003 OF 009)

WHEN: CONTAINER-SIZE GE 40

AND: CONTAINER-SIZE LE 40X

AND: CONTAINER-TYPE NE RE

THEN: RESULT= 20USD

SET (004 OF 009)

WHEN: CONTAINER-SIZE GE 45

THEN: RESULT= 30USD

SET (005 OF 009)

WHEN: CONTAINER-SIZE EQ 20

THEN: RESULT= 20USD

SET (006 OF 009)

WHEN: CONTAINER-SIZE GE 40

THEN: RESULT= 30USD

SET (007 OF 009)

WHEN: RATE-BASIS EQ W

THEN: RESULT= 3USD * FREIGHT-TONS

SET (008 OF 009)

WHEN: RATE-BASIS EQ M

THEN: RESULT= 3USD * FREIGHT-TONS

SET (009 OF 009)

WHEN: RATE-BASIS EQ WM

THEN: RESULT= 3USD * FREIGHT-TONS

RULE # TITLE

010 - M CONTAINER SEALS CHARGE

Filed on: 7/26/07 Effective: 8/26/07 Thru: 0/00/00 Expire: 0/00/00

Shipper shall be responsible for supplying and affixing track-able electronic high security container seals on all Shipper-packed containers tendered for transportation to Carrier.

Shipper shall be responsible to meet or exceed applicable international, national and industry standards for such seals, including standards for electronic or machine-readable seals, if applicable. Such standards shall include, but not be limited to, standards and requirements imposed by the ISO, including current PAS ISO 17712 standards for track-able electronic high-security seals, the statutes and regulations of the United States and other Governments, and any requirements imposed

by applicable port authorities.

In the event Shipper tenders to Carrier a container that is not properly sealed as required by this rule, Carrier may, at its sole option,

- 1) reject the container,
- 2) affix a seal to the container, or
- 3) take such other measures as Carrier deems proper and prudent under the circumstances.

Shipper shall indemnify and defend the Carrier in respect to all costs, penalties and damages resulting from its tender of unsealed or improperly sealed containers.

In the event Carrier elects to place a seal on Shipper's container, Carrier does not undertake to inspect or weigh the cargo and no representation or confirmation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods. The Carrier shall be under no responsibility whatsoever in respect of such description or particulars

furnished or made by or on behalf of the Shipper.

In the event the Carrier elects to place a seal on a container, an administrative charge of USD 100 shall be added to the bill of lading, in addition to any actual costs, penalties and damages recovered pursuant to paragraph 2 hereof. Carrier's election to place a seal on a container shall be prima facie evidence that the container was received in an unsealed condition from the Shipper.

RULE # TITLE

010 - S ADEN - GULF OF ADEN CHARGE

Filed on: 12/18/09 Effective: 1/17/10 Thru: 0/00/00 Expire: 0/00/00

Cargo transiting the Gulf of Aden will be assessed a charge of \$41/20 and \$82/40

Assessorial Charge Calculation

SET (001 OF 004)

WHEN: DESTINATION NE ASIA-D

THEN: NOTHING

SET (002 OF 004)

WHEN: POL EQ WC-O

THEN: NOTHING

SET (003 OF 004)

WHEN: CONTAINER-SIZE EQ 20

THEN: RESULT= 41.00USD

SET (004 OF 004)

WHEN: CONTAINER-SIZE GE 40

THEN: RESULT= 82.00USD

RULE # TITLE

011 - MINIMUM QUANTITY RATES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

When two or more TRIs (freight rates) are stated for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the TRI specifying a required minimum quantity (either weight or measurement; per container or in containers) will be

applicable to the contents of the container(s), and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower TRI if the weight or measurement declared for rating purposes is increased to the minimum level.

RULE # TITLE

012 - AD VALOREM RATES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

A. MARKET VALUE

Where rates in this tariff are shown as applying on an Ad Valorem basis, the market value declared on Certificate of Origin or Export Declaration is to be used in computing freight.

B. LIABILITY

The liability of Carrier as to the value of the shipment at the rates herein provided shall be determined in accordance with the clauses of Carrier's regular Bill of Lading form. If the Shipper desires to be covered for a valuation in excess of that allowed by Carrier's regular Bill of Lading governing such shipments, such additional liability only will be assumed by Carrier

at the request of the Shipper prior to shipment, and upon payment of an additional charge of Three Percent (3%) of the total declared valuation in addition to the stipulated rate on the commodities shipped.

RULE # TITLE

013 - WAR RISK

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

In the event that threat, existence or continuance of any present or future war or warlike conditions of hostilities or civil commotion or the existence or continuance of conditions or cessation or prohibition of intercourse (commercial or otherwise) between nations or measures taken by any Government or Governments which, in the opinion of Carrier indicate that there is a danger of any of the foregoing which may render impossible performance of its obligations due to the requisition, seizure or loss of any of Carrier's vessels or any other cause whatsoever, whether similar or dissimilar, or which, in Carrier's sole judgement may directly or indirectly result in the imposition upon Carrier of any undue financial or other hardship or burden in the performance of its obligations or in an increase in rates of freight charged for ocean transportation generally, or

in this trade, Carrier reserves the right of forthwith cancelling or suspending any or all of the obligations expressed under this engagement and/or Tariff and/or relative contracts and/or booking notes. So far as cargo actually shipped may be concerned, the provisions of the Carrier's Bill of Lading shall apply. This clause shall not effect or supersede any provision in any contract for carriage which permits Carrier to cancel such contract in the event of hostilities breaking out or threatening to break out.

RULE # TITLE

014 - CO-LOADING

Filed on: 5/23/06 Effective: 5/23/06 Thru: 0/00/00 Expire: 0/00/00

A. DEFINITION -

For the purpose of this Rule, "Co-Loading" means, pursuant to FMC Rule 46 CFR Part 520.11(c), the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCCs for tendering to an ocean carrier under the name of one or more of the NVOCCs by means of a carrier-to-carrier or shipper-to-carrier relationship.

B. Carrier does at its option tender cargo received by him

to another NVOCC for co-loading at its own risk and expense. However, in the case of a shipper-to-carrier agreement, such co-loading of cargo shall not in any manner affect or change Carrier's obligation and/or liability to the actual shipper of the goods under this tariff. The Shipper is not in any way required to perform any additional obligations and no further liability shall be attached to the shipper other than those stated in this tariff.

C. In case of co-loading, under either a carrier-to-carrier or 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.

RULE # TITLE

015 - FORCE MAJEURE

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Nothing in this tariff shall require Carrier to receive, deliver, transport, or arrange for the transportation of goods when conditions prevent it from doing so because of

fire, Acts of God, acts of war, riots, civil commotions, strikes, lockouts, stoppages or restraint of labor or other labor disturbances, and orders of civil or military authority.

RULE # TITLE

016 - HAZARDOUS CARGO

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

A. Explosives, inflammables, dangerous or objectionable goods will be accepted for transportation only after prior booking arrangements have been made with and accepted by Carrier (which reserves the right to refuse to accept or transport goods which in its judgement are objectionable or likely to injure the vessel, docks or other cargo or for which Carrier does not possess safe and suitable storage) and only when such cargo, if accepted, conforms completely with the requirements set forth in the regulations provided in Paragraph B. below.

B. The transportation of Dangerous and Hazardous Cargo will be governed by the following regulations as applicable:

1. U.S. Code of Federal Regulations, Title 49, Parts

172-602.

2. U.S. Code of Federal Regulations, Title 49, Parts

170-179.

3. International Maritime Dangerous Goods Code (IMCO)

published by the Intergovernmental Maritime Consultative

Organization, 101-103 Piccadilly, London, W1V, DAE,

England.

4. International Maritime Dangerous goods code. Issued by

the International Maritime Organization (IMO).

RULE # TITLE

017 - GREEN SALTED HIDES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

The shipping weight for green salted hides shall be either a scale weight or a scale weight minus deduction, which amount and method of computation are specified in the commodity description. The shipper must furnish Carrier a weight certificate or dock receipt from an inland common carrier for each shipment at or before the time the shipment is tendered for ocean transportation.

RULE # TITLE

018 - RETURNED CARGO

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Not applicable.

RULE # TITLE

019 - SHIPPERS REQUESTS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Shippers desiring to present requests or complaints should submit the same, in writing, to Carrier's office giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Carrier in order that full consideration may be given to the request or complaint, the Shipper will be notified.

All Shippers complaints and requests must be submitted in writing to Carrier's address as shown in the tariff at its website or on the title page of the paper version of this tariff.

RULE # TITLE

020 - OVERCHARGE CLAIMS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

A. 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 by the Ocean Shipping Reform Act of 1998. Such claims must be filed within three years of the date the cause of action accrues.

All claims and requests must be submitted in writing to Carrier's address as shown in the tariff at its website or on the title page of the paper version of this tariff.

B. Claims for refunds of freight charges, if based on alleged errors in weight or measurement will not be considered unless presented to Carrier in writing. Any expense incurred by 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.

C. Claims for freight rate adjustments shall be

acknowledged by Carrier within 20 days of receipt by written notice to the claimant of the tariff provisions actually applied and claimants rights under the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998.

RULE # TITLE

021 - USE OF CARRIER EQUIPMENT

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

A. Except as otherwise provided, Free Time allowed and Detention Charges assessed will be for the account of the cargo and applied in accordance with the provisions of the underlying Vessel Operating Common Carrier tariff and Equipment Interchange Agreements.

B. Shipper Furnished Containers

Cargo shipped in shipper furnished containers (not owned or leased from carriers or affiliates) is allowed as follows:

In lieu of carrier owned or controlled containers, shippers may offer cargo for ocean transportation in shipper furnished containers subject to the following provisions:

1. Such containers must conform with definition as contained in Rule 28.

2. Such containers will be subject to inspection, approval and acceptance for carriage on Carrier's vessel prior to loading by Carrier's authorized personnel. Any container found to be unsuitable will not be accepted for carriage.

3. Each container and its cargo will be subject to all rates, rules and regulations of this tariff except equipment detention rules.

4. Such shipper furnished container will be accepted only for CY/CY carriage.

RULE # TITLE

022 - GOVERNING TARIFFS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Not Applicable.

RULE # TITLE

023 - CARRIER TERMINAL RULES AND CHARGES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

NOt applicable.

RULE # TITLE

023 - A TERMINAL HANDLING CHARGE AT DESTINATION U.S. PORTS (DTHC)

Filed on: 4/28/06 Effective: 5/04/05 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise stated or shown as All Inclusive, all impor
rates from Spanish Ports to the United States are subject to
a U.S. Terminal Handling Charge, as follows:

PC20 \$500.00

PC40 \$600.00

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: DESTINATION NE USA

THEN: NOTHING

SET (002 OF 003)

WHEN: ORIGIN EQ SPAIN

AND: CONTAINER-SIZE EQ 20

THEN: RESULT= 500USD

SET (003 OF 003)

WHEN: ORIGIN EQ SPAIN

AND: CONTAINER-SIZE GE 40

THEN: RESULT= 600USD

RULE # TITLE

023 - B DESTINATION TERMINAL HANDLING CHG AT FOREIGN PORT (DTHC-CSC)

Filed on: 4/28/06 Effective: 5/03/05 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise specified, all Export Rates are subject to
Destination Terminal Handling (DTHC for Asia) and Container
Service Charge (CSC for Europe) if applicable on a collect
basis, per the specific Port Terminal Tariff

Assessorial Charge Calculation

SET (001 OF 001)

WHEN: ALWAYS

THEN: NOTHING

RULE # TITLE

023 - C WHARFAGE

Filed on: 4/28/06 Effective: 3/03/06 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise stated or shown as All Inclusive, all rates in this tariff to and from the United States Gulf coast Ports (as indicated in Rule 1) and Miami ports (when applicable), and for all ports for RO-RO and breakbulk cargo, when applicable, will be subject to Wharfage as follows:

US 2.33 per MT

US 50.00 per container

Exception:

For goods moving on Carriers China Shipping and P & O lines Turkey ports into Miami port. For any shipments like this, they will not be subject to the wharfage.

Assessorial Charge Calculation

SET (001 OF 002)

WHEN: RATE-BASIS EQ PC

THEN: RESULT= SELECT FROM WHARFAGE)

SET (002 OF 002)

WHEN: TLI-RATE-BASIS NE PC

THEN: TEMP1= SELECT FROM WHARFAGE)

AND: RESULT= TEMP1 * FREIGHT-TONS

RULE # TITLE

023 - D TERMINAL SECURITY CHARGE (TSC)

Filed on: 6/04/08 Effective: 7/01/08 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise stated or shown as all inclusive, all "all rates in this tariff transiting through the below listed ports be subject to a Terminal Security Surcharge in the following

Port of Jacksonville, FL.: US\$ 5.00 per container

Port of Port Everglades, FL.: US\$ 5.00 per container

Port of Norfolk Va. :
 US\$ 5.00 per container

Note 1 : Containers not declared water to water will be billed one surcharge for every load/empty container on/off water carrier.

Note 2: Containers declared water to water will be billed one surcharge against the inbound carrier.

Note 3: Loaded DUAL containers (in/out gate/rail) will be billed one surcharge upon departure of container.

Port of Baltimore : US\$ 6.50 Per Container
Port of Charleston : US\$ 5.00 Per Container
Port of Houston : US\$ 5.00 Per Container
Port of Miami : US\$ 5.00 Per Container
Port of New Orleans : US\$ 5.00 Per Container
Port of Savannah : US\$ 5.00 Per Container
Port of Philadelphia: US\$ 5.00 Per Container
Port of New York : US\$ 5.00 Per Container

Assessorial Charge Calculation

SET (001 OF 005)

WHEN: POL EQ WC-D

AND: ORIGIN EQ EAST COAST PORTS

THEN: NOTHING

SET (002 OF 005)

WHEN: DESTINATION EQ EAST COST PORTS

AND: POD EQ WC-D

THEN: NOTHING

SET (003 OF 005)

WHEN: POL EQ (P) NORFOLK, VIRGINIA, USA

AND: RATE-BASIS EQ PC

THEN: RESULT= 5USD

SET (004 OF 005)

WHEN: RATE-BASIS NE PC

THEN: NOTHING

SET (005 OF 005)

WHEN: ALWAYS

THEN: RESULT= SELECT FROM TERMINAL SECURITY CHAR)

RULE # TITLE

023 - E CHINA PORT SECURITY CHARGE (CPSC)

Filed on: 8/31/06 Effective: 8/31/06 Thru: 0/00/00 Expire: 0/00/00

Unless otherwise stated or shown as all inclusive, all cargo
in this tariff destined to any Chinese ports will be
subject to a China Port Security Charge.

When Collect, the charge will be per the corresponding
China Port Terminal Tariff.

Note 1 : There will be no fee for cargo not subject to Port
Security Fee

Note 2: There will be no fee for empty containers

Assessorial Charge Calculation

SET (001 OF 001)

WHEN: ALWAYS

THEN: NOTHING

RULE # TITLE

024 - NVOCCS: BOND

Filed on: 11/16/07 Effective: 11/16/07 Thru: 0/00/00 Expire: 0/00/00

Carrier hereby certifies that it has provided the F.M.C.
with evidence that it has a surety bond, as referenced
below, in the amount required in 46 CFR 515.21.

Surety Company	Bond No.
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Aegis Security	50675

Insurance Company
1300 East Woodfield Road
Schaumburg, IL 60173

B. As required under 46 CFR 515.24, carrier designates
the following person as its legal agent for the service
of judicial and administrative process:

For prior to July 1, 2011:
Management Dynamics, Inc
1 Meadowlands Plaza
East Rutherford, NJ 07073

For post July 1, 2011 (Shapiro self maintains tariff from this date):

Samuel Shapiro and Company, Inc

1215 E. Fort Avenue, Suite 201

Baltimore, Maryland 21230

In any instance in which the above designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission, will be deemed to be the NVOCC's legal agent for service of process.

RULE # TITLE

025 - PROJECT RATES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Not Applicable.

RULE # TITLE

026 - TIME/VOLUME RATES

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Not Applicable.

RULE # TITLE

027 - LOYALTY CONTRACTS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

Not Applicable.

RULE # TITLE

028 - DEFINITIONS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

CARGO, N.O.S. means articles not otherwise specified in individual tariff rate items of this tariff.

CARRIER'S TERMINAL means the place Carrier receives, or delivers loaded and empty containers, assembles, holds or stores its containers.

CAUTION means articles which may be subject to published tariffs referred to in Rule 16.

CONSIGNEE means the person, firm or corporation shown on the Shipping Document as the receiver of the property transported by Carrier.

CONSIGNOR means the person, firm or corporation shown

on the Shipping Document as the Shipper of the property transported by Carrier.

CONTAINER OR TRAILER - means a single, rigid non-disposable dry cargo, insulated temperature or atmosphere controlled box, flatrack, vehicle rack, open top with or without wheels or bogies; a trailer means a flatbed truck or trailers. The term trailer may be used interchangeably with the term container.

CONTAINER FREIGHT STATION means the location designated by Carrier at Ports or Points named in Rule 1 where Carrier or its authorized Agent stuffs or unstuffs containers. Carrier shall store empty containers at Container Freight Station but, shall not deliver containers at it, except as otherwise provided.

CONTAINERLOAD means a container stuffed by Shipper and received at Carrier's Terminal.

CONTAINER YARD Means Ports or Points in Rule 1.

CONTAINER YARD TO CONTAINER YARD (CY/CY) means cargo stuffed into containers by the Shipper off the premises of Carrier and unstuffed by the Consignee off the premises of Carrier at the expense of the Shipper

and/or Consignee. Pick-up or delivery of empty or stuffed containers and stuffing and unstuffing shall be at the expense of the Shipper and/or Consignee.

DRY CARGO means cargo other than that requiring temperature control.

EXPLOSIVE CARGO means cargo falling within Class A, B and C explosive categories.

HOLIDAYS means National, State, or Local holidays observed at Origin or Destination.

LABEL CARGO means cargo requiring White, Yellow, Red, Red Gas, Poison, Poison Gas and Tear Gas Labels as shown in the International Maritime Dangerous goods code.

Issued by the International Maritime Organization (IMO) referred to in Rule 16.

LOADING OR UNLOADING means the physical placement of cargo into or the physical removal of cargo from Carrier's containers.

MEASUREMENT TON means one cubic meter.

MIXED SHIPMENT means a shipment consisting of articles

described and rated under two or more rate items of this
Tariff.

NON-HAZARDOUS means non-label cargo permitted stowage
between or under deck (other than magazine) pursuant to
Code of Federal Regulations, Title 46, Shipping, as
amended. Such cargo shall be rated in accordance with the
rules and rates applicable therefor.

PACKAGE OR PACKAGES means any container other than
trunks, or in shipping form other than bulk, or on skids
other than lift truck skids, providing such container or
forms of shipment renders the transportation of freight
reasonably safe and practicable.

REVENUE TON means 1000 kilos or 1 cubic meter.

SHIPMENT means a quantity of property physically
tendered by one Shipper at one point of origin at one
time for one Consignee at one point of destination for
which a single Shipping Document is issued.

SHIPPER means the person, firm or corporation shown
on the Shipping Document as the Shipper of the property
transported by Carrier.

STUFFING, UNSTUFFING means the physical placement of cargo into or the physical removal of cargo from Carrier's containers.

VALUE means the actual invoice value of the commodity at time of shipment which must be stated upon the Bill of Lading.

WEIGHT TON means 1000 kilos.

WORKING DAY means that period of each calendar day, except Saturdays, Sundays and Holidays from 8:00 A.M. to 5:00 P.M.

RULE # TITLE

029 - SYMBOLS

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

A. ABBREVIATIONS

CSC Container Service Charge

CFS Container Freight Station

DDC Destination Delivery Charge

EAN Except as noted

FAK Freight All Kinds

FCL Full Container Load
ID Inside Diameter
IPI Interior Point Intermodal Service
KD Knocked Down
LCL Less Than Container Load
LOC Local
LTL Less Than Trailer Load
NOS Not Otherwise Specified
OD Outside Diameter
SU Set Up
TL Trailer Load
Viz. Namely
Vol Volume

B. CONTAINER SIZE

Code Definition

---- -----

N/A Not Applicable

LTL Less Than Load

20 20 Ft.

40 40 Ft., 8'6"

40A 40 Ft., 9'0" High Cube

40B 40 FT., 9'6" High Cube

40S 40 Ft., 8'0"

40X 40 Ft., Any Height

45 45 Ft., 8'6"

45A 45 Ft., 9'0" High Cube

45B 45 Ft., 9'6" High Cube

45S 45 Ft., 8'0"

45X 45 Ft., Any Height

C. CONTAINER TEMPERATURE

Code Definition

---- -----

N/A Not Applicable/Not Operating

AC Artificial Atmosphere Control

CLD Chilled

FRZ Frozen

HTD Heated

RE Refrigerated

VEN Ventilated

D. CONTAINER TYPE

Code Definition

---- -----

N/A Not Applicable/Not-Containerized Cargo

AC Atmosphere Control

CF Collapsible Flatrack

DF Drop Frame

FB Flat Bed
FR Flatrack
GC Garment Container
HH Half-Height
HT Hardtop
IN Insulated
OT Open Top
PC Dry
PL Platform
RE Reefer
TC Tank
TL Top Loader
TR Trailer
VR Vehicle RacksE. DISTANCE

Code Description

---- -

KMKilometer

MIMiles

F. LENGTH, WIDTH, HEIGHT UNITS

Code Definition

---- -

CM Centimeters

FT Feet

IN Inches

M Meters

G. VOLUME UNITS - Unit of measure of a volume unit

Code Definition

---- -----

CFT Cubic Feet

CBM Cubic Meter

H. WEIGHT UNITS

Code Definition

---- -----

KGS Kilograms

KT..... 1000 KGS (Metric Ton)

LBS Pounds

ST Short Ton (2000 LBS)

LT Long Tons (2240 LBS)

I. RATE BASIS CODE

Code Definition

---- -----

W Weight

M Measure

WM Weight/Measure

LS Lump Sum

PC Per Container (Dry)

AV Ad Valorem

EA Each (As defined)

MBF 1000 Board Feet

J. PUBLISHING/AMENDMENT TYPE CODES

Code Definition

---- -----

(A) Increase.

(C) Change resulting in neither increase or
decrease in rate or charges.

(E)..... Expiration (also use (A) if the deletion
results in the application of a higher
"cargo n.o.s." or similar rate).

(I) New or Initial matter.

(P) Addition of a port or point.

(R) Reduction

(S) Special Case matter published pursuant to Special Permission, Special Docket or other Commission direction.

(T) Terminal Rates, charges or provisions or canal tolls over which the carrier has no control.

(W) Withdrawal of an erroneous publication on the same publication date.

K. SHIPMENT SERVICE CODE

Code identifier for shipment service. The Service Code is two (2) characters, one for origin and one for destination, using only the following symbols:

Code Definition

---- -----

B Barge

D Door

H House

M Motor

O Ocean Port

P Pier

R Rail Yard

S Container Station

- T Terminal
- U Rail Siding
- X Team Tracks
- Y Container Yard

L. CURRENCY CODE LIST

Country	Code	Currency
-----	----	-----
United States	USC	US Cents
United States	USD	US Dollar

RULE # TITLE

030 - ACCESS TO TARIFF INFORMATION

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

The official version of this tariff is available at the
location shown at the F.M.C.'s website at www.fmc.gov
under Form FMC-1.

RULE # TITLE

031 - SEASONAL DISCONTINUANCE

Filed on: 5/02/06 Effective: 1/21/94 Thru: 0/00/00 Expire: 0/00/00

RULE 31 - SEASONAL DISCONTINUANCE

Not Applicable

RULE # TITLE

032 - RESERVED

Filed on: 5/02/06 Effective: 1/21/94 Thru: 0/00/00 Expire: 0/00/00

RULE 32 - RESERVED

RULE # TITLE

033 - PROJECT RATES

Filed on: 5/02/06 Effective: 1/21/94 Thru: 0/00/00 Expire: 0/00/00

RULE 33 - PROJECT RATES

Not Applicable

RULE # TITLE

034 - TERMINAL TARIFFS

Filed on: 5/02/06 Effective: 1/21/94 Thru: 0/00/00 Expire: 0/00/00

RULE 34 - TERMINAL TARIFFS

Not Applicable

RULE # TITLE

100 - INTERMODAL SAFE CONTAINER TRANSPORTATION ACT OF 1992

Filed on: 5/01/05 Effective: 5/01/05 Thru: 0/00/00 Expire: 0/00/00

This Rule is applicable to shipments via U.S. ports from/
to U.S. points, on or after April 9, 1997, which shipments
are received by Carrier for transportation on or after the
effective date of this Rule.

1. Whenever a loaded container of 29,000 lbs. gross cargo
weight or more is tendered to the Carrier or an inland
carrier acting on behalf of the Carrier, where the shipment
will move at some point by motor carrier within the U.S.,
the Shipper shall, either before tendering the shipment
or at the time the shipment is tendered provide to the
Carrier or inland carrier, either directly or through any
prior inland carriers, a certification (hereinafter the
"Intermodal Certification") of the contents of the
container in writing or electronically. The Intermodal
Certification shall be in the English Language and shall
contain all of the following information:

a. It shall be conspicuously marked

"INTERMODAL CERTIFICATION";

b. It shall show the actual gross cargo weight (including unit of measurement, packing materials, pallets, and dunnage);

c. It shall include a reasonable description of the contents of the container or trailer;

d. It shall identify clearly the certifying party;

e. It shall show the container or trailer number;

f. It shall show the date of the certification.

Notes regarding Intermodal Certification:

1. Perishable agricultural commodities shall be specifically identified in the description of the goods to be transported.

2. After December 31, 2000, the term FAK can only be used in the cargo description if no single commodity makes up more than 20 percent of the total weight of the cargo although FAK will still be used for rating

purposes after December 31, 2000.

3. The signature of the person tendering the loaded container may be provided by manual or mechanical means.

4. At the option of the Carrier, the Intermodal Certification may be converted into electronic format or incorporated onto a Bill of Lading or other shipping document before being forwarded along the intermodal chain. The person who converts the Intermodal Certification shall certify through the following statement that the conversion and/or incorporation was performed accurately: "Electronic format and/or incorporation by (insert name of person), (insert name of carrier), on (insert month/date/year)".

2. If a shipment is required by paragraph 1 above to be accompanied by an Intermodal Certification, Carrier will not accept any container that is not accompanied by such Intermodal Certification. Carrier shall not issue in its own name an Intermodal Certification with respect to any such container.

3. If for any reason a container exceeding 29,000 lbs. has been accepted without an Intermodal Certification, or if

the gross weight of the cargo exceeds what is stated in the Intermodal Certification, and the discrepancy is discovered prior to tendering the container to a motor carrier, such container shall be delivered to the Shipper/Consignee/Cargo Owner at the location of the discovery and Carrier shall not transport or arrange to transport such container further. Alternatively, the Carrier at its option and at the expense and responsibility of the Shipper, Consignee, and Cargo Owner, may take the following steps:

a. Cargo will be removed from the container in order to reduce the weight to an allowable amount and make the container ready for lawful road transportation. To the extent necessary, cargo shall be unstuffed, segregated, restuffed, etc. at the expense of the Shipper, Consignee, and Cargo Owner;

b. The cargo so removed will be forwarded to Consignee as a separate freight collect shipment from the point of removal to point of final destination;

c. The rates to be applied for the transportation of any such cargo will be those of the Carrier and any inland carrier that is engaged to transport the cargo.

Excess cargo shall be assessed a charge of U.S. \$150.00 in addition to all ocean and inland freight and other

costs and expenses incurred by Carrier in accordance with this Rule.

4. Any costs or expenses associated with delays or other consequences of an uncertified or improperly certified container (including but not limited to demurrage, detention, storage, handling, inland transportation or unloading of containers, or fines or penalties that may be imposed as a result of uncertified or improper certification) shall be for the joint and several account of the Shipper, Consignee, and Cargo Owner.

5. Shipper, Consignee, and Cargo Owner shall be jointly, severally and absolutely liable for any fine, penalty or other sanction imposed upon Carrier, its agent or any participating motor carrier by any authority for exceeding lawful over-the-road weight limitations in connection with any transportation service provided under this Tariff and occasioned by any act of commission or omission of the Shipper/Consignee/Cargo Owner, its agents or contractors, and without regard to intent, negligence or any other cause. 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 the 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 that Carrier 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.

6. Carrier shall have a lien on the cargo for all such costs and expenses incurred by Carrier or assessed the Shipper/Consignee/Cargo Owner pursuant to this Rule. this Rule.

RULE # TITLE

100 - A NOTICE OF GENERAL RATE INCREASE SPAIN & TURKEY TO USA

Filed on: 7/01/05 Effective: 7/01/05 Thru: 0/00/00 Expire: 0/00/00

*****GRI QUANTUM ROLLED INTO RATES JULY 1, 2005*****

Unless otherwise provided in individual rate items, effective July 1, 2005 all rates filed as of June 1,2005 in effect on before but not expiring on or before June 30, 2005 moving fr Spain and Turkey will be subject to a General Rate Increase (GRI)as follows:

FROM: Spain

Has been withdrawn

FROM: Turkey

Moving on Nordana

US\$ 20.00 per 20' Container (All Kinds)

US\$ 40.00 per 40' Container (All Kinds)

RULE # TITLE

100 - A1 NOTICE OF GENERAL RATE INCREASE - US TO AUST/NZ, 19 SEP 2010

Filed on: 8/20/10 Effective: 9/19/10 Thru: 0/00/00 Expire: 0/00/00

The rates in this tariff shall be subject to the following

General Rate Increase:

Effective: September 19, 2010

Origin: All US Origins

Destination: All ports/points in Australia & New Zealand

(excl. Fremantle)

\$5.00 W/M

Assessorial Charge Calculation

SET (001 OF 005)

WHEN: ORIGIN NE USA

THEN: NOTHING

SET (002 OF 005)

WHEN: DESTINATION NE AUSTRALIA

AND: DESTINATION NE NEW ZEALAND

THEN: NOTHING

SET (003 OF 005)

WHEN: DESTINATION EQ (P) FREMANTLE, AUSTRALIA

THEN: NOTHING

SET (004 OF 005)

WHEN: POD EQ (P) FREMANTLE, AUSTRALIA

THEN: NOTHING

SET (005 OF 005)

WHEN: RATE-BASIS NE PC

THEN: RESULT= FREIGHT-TONS * 5.00USD

RULE # TITLE

100 - B NOTICE OF GENERAL RATE INCREASE USA TO N.EUR, UK, SCANBALT

Filed on: 10/07/05 Effective: 10/07/05 Thru: 0/00/00 Expire: 0/00/00

GRI QUANTUM ROLLED INTO RATES OCT 4, 2005

Unless otherwise provided in individual rate items, effective October 1, 2005 all rates filed as of September 1, 2005 in effect on or before but not expiring on or before September 30, 2005 moving from the USA will be subject to a General Rate Increase (GRI) as follows:

TO : Austria, Belgium, Czech Republic, Slovakia, Germany, Switzerland, Hungary, United Kingdom, Ireland, Denmark, Finland, Norway, Poland, Sweden, Estonia, RUSSIA (St Petersburg), Latvia, Lithuania.

US\$ 160.00 per 20' Container (All Kinds)

US\$ 200.00 per 40' Container (All Kinds)

US\$ 200.00 per 45' Container (All Kinds)

RULE # TITLE

100 - B1 NOTICE OF GENERAL RATE INCREASE - US TO IR/SE/GB, 1 OCT 2010

Filed on: 8/20/10 Effective: 10/01/10 Thru: 0/00/00 Expire: 0/00/00

The rates in this tariff shall be subject to the following

General Rate Increase:

Effective: October 01, 2010

Origin: All US Origins

Destination: All ports/points in Ireland, Sweden,

Liverpool, Manchester & Glasgow

\$6.00 W/M

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: ORIGIN NE USA

THEN: NOTHING

SET (002 OF 003)

WHEN: POD NE (P) LIVERPOOL, UNITED KINGDOM

AND: POD NE (P) MANCHESTER, UNITED KINGDOM

AND: DESTINATION NE IRELAND

AND: DESTINATION NE SWEDEN

AND: DESTINATION NE LIVERPOOL, UNITED KINGDOM

AND: POD NE (P) GLASGOW, UNITED KINGDOM

AND: DESTINATION NE (P) LIVERPOOL, UNITED KINGDOM

AND: DESTINATION NE (P) MANCHESTER, UNITED KINGDOM

AND: DESTINATION NE (P) GLASGOW, UNITED KINGDOM

AND: DESTINATION NE MANCHESTER, UNITED KINGDOM

AND: DESTINATION NE GLASGOW, UNITED KINGDOM

AND: POD NE IRELAND

AND: POD NE SWEDEN

THEN: NOTHING

SET (003 OF 003)

WHEN: RATE-BASIS NE PC

THEN: RESULT= FREIGHT-TONS * 6.00USD

RULE # TITLE

100 - C NOTICE OF GENERAL RATE INCREASE N.EUR, UK, SCANBALT TO USA

Filed on: 10/06/05 Effective: 10/06/05 Thru: 0/00/00 Expire: 0/00/00

*****NO RATES WERE ON FILE*****

Unless otherwise provided in individual rate items, effective
October 1, 2005 all rates filed as of September 1,2005 in ef
on or before but not expiring on or before September 30, 200
moving to the USA will be subject to a General Rate Increase
(GRI)as follows:

FROM : Austria, Belgium, Czech Republic, Slovakia, Germany,
Switzerland, Hungary, United Kingdom, Ireland, Denmark,
Finland, Norway, Poland, Sweden, Estonia, Russia (St Petersburg),
Latvia, Lithuania.

US\$ 240.00 per 20' Container (All Kinds)

US\$ 300.00 per 40' Container (All Kinds)

US\$ 300.00 per 45' Container (All Kinds)

RULE # TITLE

100 - D NOTICE OF GENERAL RATE INCREASE USA TO THE MED

Filed on: 10/06/05 Effective: 10/06/05 Thru: 0/00/00 Expire: 0/00/00

*****NO RATE WERE ON FILE*****

Unless otherwise provided in individual rate items, effective
October 1, 2005 all rates filed as of September 1,2005 in ef
on or before but not expiring on or before September 30, 200
moving from the USA will be subject to a General Rate Increa
(GRI)as follows:

TO : Bulgaria, Croatia, Cyprus, FRANCE, (Marseille), Greece,

Israel, Italy, Jordan, Lebanon, Malta, Portugal, Romania,

Slovenia, Spain, Syria, Turkey, Ukraine

US\$ 160.00 per 20' Container (All Kinds)

US\$ 200.00 per 40' Container (All Kinds)

US\$ 200.00 per 45' Container (All Kinds)

RULE # TITLE

100 - E NOTICE OF GENERAL RATE INCREASE THE MED TO USA

Filed on: 10/03/05 Effective: 10/03/05 Thru: 0/00/00 Expire: 0/00/00

*****THIS GRI HAS BEEN WITHDRAWN*****

Unless otherwise provided in individual rate items, effective

October 1, 2005 all rates filed as of September 1,2005 in ef
on or before but not expiring on or before September 30, 200
moving TO the USA will be subject to a General Rate Increase
(GRI)as follows:

FROM : Bulgaria, Croatia, Cyprus, FRANCE, (Marseille), Greece
Israel, Italy, Jordan, Lebanon, Malta, Portugal, Romania,
Slovenia, Spain, Syria, and Ukraine

US\$ 210.00 per 20' Container (All Kinds)

US\$ 250.00 per 40' Container (All Kinds)

US\$ 250.00 per 45' Container (All Kinds)

For the increase from Turkey see Rule 100-F

RULE # TITLE

100 - F NOTICE OF GENERAL RATE INCREASE TURKEY TO USA

Filed on: 10/06/05 Effective: 10/06/05 Thru: 0/00/00 Expire: 0/00/00

*****GRI QUANTUMS ADDED TO RATES OCT 5, 2005*****

Unless otherwise provided in individual rate items, effective
October 2, 2005 all rates filed as of September 2,2005 in ef
on or before but not expiring on or before October 1, 2005

moving TO the USA will be subject to a General Rate Increase

(GRI)as follows:

FROM : Turkey

Via Carrier: Italia

From Izmir or Mersin only to USWC only, an
increase will apply as follows:

US\$ 57.00 per 20' Container (All Kinds)

US\$ 114.00 per 40' Container (All Kinds)

US\$ 114.00 per 45' Container (All Kinds)

Via Carrier: Nordana

From all origins an increase will apply as
follows:

US\$ 392.00 per 20' Container (All Kinds)

US\$ 376.00 per 40' Container (All Kinds)

US\$ 376.00 per 45' Container (All Kinds)

Via Carrier: UASC

From Istanbul only an increase will apply as

follows:

US\$ 50.00 per container

Via Carrier: China Shipping

US\$ 50.00 per container per 20' for West Coast only

RULE # TITLE

100 - H NOTICE OF GENERAL RATE INCREASE TURKEY TO USA

Filed on: 10/24/05 Effective: 10/24/05 Thru: 0/00/00 Expire: 0/00/00

GRI QUANTUM HAS BEEN ADDED TO RATES OCT 24, 2005

Unless otherwise provided in individual rate items, effective
October 21, 2005 all rates filed as of September 21,2005 in
effect on or before but not expiring on or before October
20, 2005 moving TO the USA will be subject to a General Rate
Increase (GRI)as follows:

FROM : Turkey

TO : U.S. West Coast Ports (Longbeach, Ca. Los Angeles, Ca
Oakland, Ca. and Seattle, Wa)

Via Carrier: China Shipping

US\$ 102.00 per 20' Container (All Kinds)

US\$ 179.00 per 40' Container (All Kinds)

US\$ 179.00 per 45' Container (All Kinds)

RULE # TITLE

100 - I NOTICE OF GENERAL RATE INCREASE USA TO N.EUR, UK, SCANBALT

Filed on: 4/28/06 Effective: 1/01/06 Thru: 0/00/00 Expire: 0/00/00

*****THIS GRI HAS BEEN WITHDRAWN*****

Unless otherwise provided in individual rate items, effective

January 1, 2006 all rates on file without a future file will

be subject to a General Rate Increase (GRI)as follows:

TO: Austria, Belgium, Czech Republic, Slovakia, Germany,

Switzerland, Hungary, United Kingdom, Ireland, Denmark,

Finland, Norway, Poland, Sweden, Estonia, RUSSIA (St Petersburg)

Latvia, Lithuania.

US\$ 160.00 per 20' Container (All Kinds)

US\$ 200.00 per 40' Container (All Kinds)

US\$ 200.00 per 45' Container (All Kinds)

RULE # TITLE

100 - K NOTICE OF MARCH 16, 2006 GENERAL RATE INCREASE (GRI) TPWB

Filed on: 3/16/06 Effective: 3/16/06 Thru: 0/00/00 Expire: 0/00/00

GRI QUANTUM ROLLED INTO RATES MARCH 16, 2006

Except as otherwise provided, Effective March 16, 2006,
all rates filed as of Feb 14, 2006 in effect on or before
but not expiring on or before March 15, 2006 moving To North
Asia, & South East Asia as defined in rule 1 of this tariff
the U.S. will be subject to a General Rate Increase (GRI) as
follows:

\$160.00 PC20 All Kinds

\$200.00 PC40 All Kinds

Excluding the following Commodities:

Metal Scrap and Plastic Scrap

RULE # TITLE

100 - L1 NOTICE OF GENERAL RATE INCREASE - US TO CAM, 19 SEP 2010

Filed on: 8/20/10 Effective: 9/19/10 Thru: 0/00/00 Expire: 0/00/00

The rates in this tariff shall be subject to the following

General Rate Increase:

Effective: September 19, 2010

Origin: All US Origins

Destination: All ports/points in Costa Rica, Dominican

Rep., El Salvador, Guatemala, Honduras,

Nicaragua & Panama

\$4.00 W/M

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: ORIGIN NE USA

THEN: NOTHING

SET (002 OF 003)

WHEN: DESTINATION NE COSTA RICA

AND: DESTINATION NE DOMINICAN REPUBLIC

AND: DESTINATION NE EL SALVADOR

AND: DESTINATION NE GUATEMALA

AND: DESTINATION NE HONDURAS

AND: DESTINATION NE NICARAGUA

AND: DESTINATION NE PANAMA

THEN: NOTHING

SET (003 OF 003)

WHEN: RATE-BASIS NE PC

THEN: RESULT= FREIGHT-TONS * 4.00USD

RULE # TITLE

100 - L2 NOTICE OF GENERAL RATE INCREASE-US TO CARTAGENA, 19 SEP 2010

Filed on: 8/20/10 Effective: 9/19/10 Thru: 0/00/00 Expire: 0/00/00

The rates in this tariff shall be subject to the following

General Rate Increase:

Effective: September 19, 2010

Origin: All US Origins

Destination: Cartagena, Colombia

\$14.00 W/M

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: ORIGIN NE USA

THEN: NOTHING

SET (002 OF 003)

WHEN: DESTINATION NE (P) CARTAGENA, COLOMBIA

AND: DESTINATION NE CARTAGENA, COLOMBIA

AND: POD NE (P) CARTAGENA, COLOMBIA

THEN: NOTHING

SET (003 OF 003)

Assessorial Charge Calculation

SET (001 OF 004)

WHEN: ORIGIN NE USA

THEN: NOTHING

SET (002 OF 004)

WHEN: DESTINATION NE CHILE

AND: DESTINATION NE ECUADOR

AND: DESTINATION NE PERU

THEN: NOTHING

SET (003 OF 004)

WHEN: ORIGIN NE LOS ANGELES, CALIFORNIA, USA

AND: ORIGIN NE PORTLAND, OREGON, USA

AND: ORIGIN NE SEATTLE, WASHINGTON, USA

AND: ORIGIN NE SAN FRANCISCO, CALIFORNIA, USA

AND: ORIGIN NE (P) LOS ANGELES, CALIFORNIA, USA

AND: ORIGIN NE (P) PORTLAND, OREGON, USA

AND: ORIGIN NE (P) SEATTLE, WASHINGTON, USA

AND: ORIGIN NE (P) SAN FRANCISCO, CALIFORNIA, USA

AND: POL NE (P) LOS ANGELES, CALIFORNIA, USA

AND: POL NE (P) PORTLAND, OREGON, USA

AND: POL NE (P) SEATTLE, WASHINGTON, USA

AND: POL NE (P) SAN FRANCISCO, CALIFORNIA, USA

AND: RATE-BASIS NE PC

THEN: RESULT= FREIGHT-TONS * 10.00USD

SET (004 OF 004)

WHEN: RATE-BASIS NE PC

THEN: RESULT= FREIGHT-TONS * 8.00USD

RULE # TITLE

100 - N NOTICE OF GENERAL RATE INCREASE - MAY 5, 2007 - ASIA TO USA

Filed on: 5/01/07 Effective: 5/05/07 Thru: 0/00/00 Expire: 0/00/00

*****THIS GRI NOTICE WAS CANCELLED ON 5/1/07*****

On May 5, 2007 all cargo moving from Asia to the USA will be
subject to a general rate increase as follows:

(1) U.S.A. West Coast direct calling port cargos and
shipments to Washington State, Oregon State and
California state,

Per 20' container : USD 240

Per 40' container : USD 300

Per 40'HQ container : USD 340

Per 45'HQ container : USD 380

(2) U.S.A. Inland Destinations via West Coast

(IPI and MLB) except Washington State, Oregon

State and California State

Per 20' container : USD 520

Per 40' container : USD 650

Per 40'HQ container : USD 730

Per 45'HQ container : USD 825

(3) U.S.A. East Coast Direct Calling Port cargos and

shipments to Inland Destinations via East Coast

(RIPI)

Per 20' container : USD 400

Per 40' container : USD 500

Per 40'HQ container : USD 565

Per 45'HQ container : USD 635

RULE # TITLE

100 - Q NOTICE OF GENERAL RATE INCREASE ASIA TO USA

Filed on: 8/14/09 Effective: 8/14/09 Thru: 0/00/00 Expire: 0/00/00

General Rate Increase - Effective August 11, 2009

Applicable for all cargo originated from China, Hong Kong,
Taiwan, Japan, Korea, Singapore, Indonesia, Malaysia,
Thailand, Vietnam, to all USA destinations with below
quantum:

GRI of USD 400/500/563 per 20'/40'/40'HQ

Assessorial Charge Calculation

SET (001 OF 006)

WHEN: ALWAYS

THEN: NOTHING

SET (002 OF 006)

WHEN: DESTINATION NE USA

THEN: NOTHING

SET (003 OF 006)

WHEN: ORIGIN NE CHINA

AND: ORIGIN NE HONG KONG

AND: ORIGIN NE TAIWAN

AND: ORIGIN NE JAPAN

AND: ORIGIN NE KOREA REPUBLIC OF

AND: ORIGIN NE SINGAPORE

AND: ORIGIN NE INDONESIA

AND: ORIGIN NE MALAYSIA

AND: ORIGIN NE THAILAND

AND: ORIGIN NE VIETNAM

THEN: NOTHING

SET (004 OF 006)

WHEN: CONTAINER-SIZE EQ 20

THEN: RESULT= 400.00USD

SET (005 OF 006)

WHEN: CONTAINER-SIZE EQ 40

THEN: RESULT= 500.00USD

SET (006 OF 006)

WHEN: CONTAINER-SIZE GE 40B

THEN: RESULT= 563.00USD

RULE # TITLE

100 - R NOTICE OF GENERAL RATE INCREASE - US TO EUR/MED

Filed on: 9/01/09 Effective: 9/01/09 Thru: 0/00/00 Expire: 0/00/00

It will be followed by a two-step GRI approach both eastbound and westbound on September 1st and October 1st, 2009. All cargo available for an increase on September 1st will take the increase at that date and rates for all remaining cargo will be increased on October 1st, by the

following amounts:

USA and Canada to and from North Europe or Mediterranean

USD 400/500 per 20 /40 container

Mexico from North Europe or Mediterranean

USD 400/500 per 20 /40 container

Mexico to North Europe or Mediterranean

USD 150/300 per 20'/40' container

Assessorial Charge Calculation

SET (001 OF 004)

WHEN: ALWAYS

THEN: NOTHING

SET (002 OF 004)

WHEN: POD NE MEDITERRANEAN COUNTRIES DESTIN

AND: POD NE NORTH EUROPE COUNTRIES - D

THEN: NOTHING

SET (003 OF 004)

WHEN: CONTAINER-SIZE EQ 20

THEN: RESULT= 400.00USD

SET (004 OF 004)

WHEN: CONTAINER-SIZE GE 40

THEN: RESULT= 500.00USD

RULE # TITLE

100 - R1 NOTICE OF GRI (LCL) - SEP 5, 2009 - US TO EUR/ASIA

Filed on: 8/07/09 Effective: 9/05/09 Thru: 0/00/00 Expire: 0/00/00

Effective September 5, 2009 a General Rate Increase (GRI)

will be applied on LCL cargo from

US to Asia \$10 per w/m

US to Europe \$4 per w/m

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: RATE-BASIS EQ PC

THEN: NOTHING

SET (002 OF 003)

WHEN: DESTINATION EQ NORTH EUROPE COUNTRIES - D

AND: CONTAINER-SIZE LT 20

THEN: RESULT= FREIGHT-TONS * 10.00USD

SET (003 OF 003)

WHEN: DESTINATION EQ ASIA-D

AND: CONTAINER-SIZE LT 20

THEN: RESULT= FREIGHT-TONS * 4.00USD

RULE # TITLE

100 - R2 NOTICE OF GRI - SEP 5, 2009 - EAST MED TO US

Filed on: 8/06/09 Effective: 9/05/09 Thru: 0/00/00 Expire: 0/00/00

Effective September 5, 2009, there will be a General Rate Increase (GRI) for East Med to US cargo at the following levels:

20' container \$300.00

40' and 40'hc container \$500.00

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: ORIGIN NE EAST MED COUNTRIES - O

THEN: NOTHING

SET (002 OF 003)

WHEN: CONTAINER-SIZE EQ 20

THEN: RESULT= 300.00USD

SET (003 OF 003)

WHEN: CONTAINER-SIZE GE 40

THEN: RESULT= 500.00USD

RULE # TITLE

100 - S NOTICE OF GENERAL RATE INCREASE, EUROPE TO US, SEP 1, 2009

Filed on: 7/29/09 Effective: 9/01/09 Thru: 0/00/00 Expire: 0/00/00

General Rate Increase (GRI)

All cargos moving under this tariff are subject to the

following amount

of General Rate Increase as indicated below:

Effective from: 01/Sep ,2009

From Northern Europe to the USA

To Atlantic Sections : USD350/20'

USD450/40' and 40 high cube

To Gulf Section : USD350/20'

USD450/40' and 40 high cube

To Pacific Sections : USD350/20'

USD450/40' and 40' high cube.

Assessorial Charge Calculation

SET (001 OF 004)

WHEN: ORIGIN NE NORTH EUROPE COUNTRIES - O

THEN: NOTHING

SET (002 OF 004)

WHEN: POL EQ MED PORTS IN N.EUROPE - D

AND: ORIGIN EQ NORTH EUROPE COUNTRIES - O

THEN: NOTHING

SET (003 OF 004)

WHEN: CONTAINER-SIZE EQ 20

THEN: RESULT= 350.00USD

SET (004 OF 004)

WHEN: CONTAINER-SIZE GE 40

THEN: RESULT= 450.00USD

RULE # TITLE

100 - S1 NOTICE OF GRI - EUROPE TO USA, OCTOBER 1, 2009

Filed on: 9/01/09 Effective: 10/01/09 Thru: 0/00/00 Expire: 0/00/00

General Rate Increase (GRI)

All cargos moving under this tariff are subject to the following amount of General Rate Increase as indicated below:

Effective from: 01 October, 2009

From Northern Europe to the USA

To Atlantic Sections: USD350/20'

USD450/40' and 40 high cube

To Gulf Section: USD350/20'

USD450/40' and 40 high cube

To Pacific Sections: USD350/20'

USD450/40' and 40 high cube.

Assessorial Charge Calculation

SET (001 OF 004)

WHEN: ORIGIN NE NORTH EUROPE COUNTRIES - O

THEN: NOTHING

SET (002 OF 004)

WHEN: POL EQ MED PORTS IN N.EUROPE - D

AND: ORIGIN EQ NORTH EUROPE COUNTRIES - O

THEN: NOTHING

SET (003 OF 004)

WHEN: CONTAINER-SIZE EQ 20

THEN: RESULT= 350.00USD

SET (004 OF 004)

WHEN: CONTAINER-SIZE GE 40

THEN: RESULT= 450.00USD

RULE # TITLE

100 - T NOTICE OF GRI - US TO ASIA/MIDDLE EAST - SEPT 1, 2009

Filed on: 7/31/09 Effective: 9/01/09 Thru: 0/00/00 Expire: 0/00/00

General Rate Increase (GRI)

Effective September 1, 2009, all U.S. (excludes Canada)

Transpacific Westbound Shipment rates for the dry cargo

(including exempt commodities) will be increased as follows:

1. GRI quantum: \$120/20 DC & \$150/40 DC/HQ & all other sizes for all USWC & USWC local door shipments
2. GRI quantum: \$160/20 DC & \$200/40 DC/HQ & all other sizes for all USEC & IPI shipments

Effective September 1, 2009, all U.S. (excludes Canada)

Transpacific Westbound Shipment rates for the Reefer cargo will be increased as follows:

1. GRI quantum: \$250/40 RQ for all USWC & USWC local door shipments
2. GRI quantum: \$300/40 RQ for all USEC & IPI shipments

General Rate Increase (GRI)

Effective September 1, 2009, all U.S. (excludes Canada)

cargo in the US/Middle East tradelane(including exempt commodities) will be increased as follows:

1. GRI quantum: \$120/20 DC & \$150/40 DC/HQ & all other sizes for all USWC & USWC local door shipments
2. GRI quantum: \$160/20 DC & \$200/40 DC/HQ & all other sizes for all USEC & IPI shipments

Effective September 1, 2009, all U.S. (excludes Canada)

Transpacific Westbound Shipment rates for the Reefer cargo will be increased as follows:

1. GRI quantum: \$250/40 RQ for all USWC & USWC local door shipments
2. GRI quantum: \$300/40 RQ for all USEC & IPI shipments

Assessorial Charge Calculation

SET (001 OF 002)

WHEN: DESTINATION NE ASIA-O

AND: DESTINATION NE MIDDLE EAST COUNTRIES - D

THEN: NOTHING

SET (002 OF 002)

WHEN: ALWAYS

THEN: RESULT= SELECT FROM GENERAL RATE INCREASE)

RULE # TITLE

100 - U NOTICE OF GRI - OCT 1, 2009 - WEST MED TO US

Filed on: 8/07/09 Effective: 10/01/09 Thru: 0/00/00 Expire: 0/00/00

Effective October 1, 2009 (postponed from September 1,

2009), a General Rate Increase (GRI) from West

Mediterranean to USA will be applied as follows:

FROM: Ports and points in Italy, Spain, Portugal, Southern

France, Slovenia, Albania, Croatia, Montenegro to USA

TO: USEC, GULF and USWC ports and points

Application: Northbound Dry and Reefer Cargo

AMOUNT: US\$ 300 x TEU / US\$ 300 x FEU

Assessorial Charge Calculation

SET (001 OF 003)

WHEN: ORIGIN NE WEST MED 2 - O

THEN: NOTHING

SET (002 OF 003)

WHEN: POL NE MED PORTS IN N.EUROPE - D

THEN: NOTHING

SET (003 OF 003)

WHEN: ALWAYS

THEN: RESULT= 300.00USD

RULE # TITLE

100 - U1 NOTICE OF GRI - OCT 17, 2009, US TO EUROPE

Filed on: 9/16/09 Effective: 10/17/09 Thru: 0/00/00 Expire: 0/00/00

Effective date: October 17, 2009

GRI quantum:

For all shipments moving from and via USEC, Gulf and

Pacific coast :

USD 150/20' container

USD 250/40', 40' high-cube container

USD 250/40' high-cube reefer container

Assessorial Charge Calculation

SET (001 OF 004)

WHEN: POD EQ MED PORTS IN N.EUROPE - D

THEN: NOTHING

SET (002 OF 004)

WHEN: DESTINATION NE NORTH EUROPE COUNTRIES - D

THEN: NOTHING

SET (003 OF 004)

WHEN: CONTAINER-SIZE EQ 20

THEN: RESULT= 150.00USD

SET (004 OF 004)

WHEN: CONTAINER-SIZE GE 40

THEN: RESULT= 250.00USD

RULE # TITLE

100 - V EMERGENCY REVENUE CHARGE - JANUARY15, 2010

Filed on: 12/16/09 Effective: 1/15/10 Thru: 0/00/00 Expire: 0/00/00

Emergency Revenue Charge with effective 15th January 2010

against gate in date at port of Loading:

USD 320/20 , USD 400/40, usd 450/40 hc, usd 506/45 hc

From Shanghai to all USA destinations:

USD 400/40 , usd 500/40 , usd 563/40 hc, usd 633/45 hc

Assessorial Charge Calculation

SET (001 OF 010)

WHEN: DESTINATION NE USA

THEN: RESULT= NOTHING

SET (002 OF 010)

WHEN: POL EQ (P) SHANGHAI, CHINA

AND: CONTAINER-SIZE EQ 20

THEN: RESULT= 400.00USD

SET (003 OF 010)

WHEN: POL EQ (P) SHANGHAI, CHINA

AND: CONTAINER-SIZE EQ 40

THEN: RESULT= 500.00USD

SET (004 OF 010)

WHEN: POL EQ (P) SHANGHAI, CHINA

AND: CONTAINER-SIZE EQ 40B

THEN: RESULT= 563.00USD

SET (005 OF 010)

WHEN: POL EQ (P) SHANGHAI, CHINA

AND: CONTAINER-SIZE EQ 45B

THEN: RESULT= 633.00USD

SET (006 OF 010)

WHEN: ORIGIN NE ASIA-O

THEN: RESULT= NOTHING

SET (007 OF 010)

WHEN: CONTAINER-SIZE EQ 20

THEN: RESULT= 320.00USD

SET (008 OF 010)

WHEN: CONTAINER-SIZE EQ 40

THEN: RESULT= 400.00USD

SET (009 OF 010)

WHEN: CONTAINER-SIZE EQ 40B

THEN: RESULT= 450.00USD

SET (010 OF 010)

WHEN: CONTAINER-SIZE EQ 45B

THEN: RESULT= 506.00USD

RULE # TITLE

100 - Y notice of gri - asia to usa - may 1, 2010

Filed on: 3/30/10 Effective: 5/01/10 Thru: 0/00/00 Expire: 0/00/00

2010 GRI EFFECTIVE May 1st ,2010

For All Cargo moving from Asia to USA, unless otherwise
noted:

For all cargo moving via all-water to U.S. West Coast ports
and for intermodal cargo via these ports
destined to points in the states of California, Oregon and
Washington:

Per 20 CTR USD \$ 640

Per 40 CTR USD \$ 800

Per 40 HIGH CUBE CTR USD \$ 900

Per 45 CTR USD \$1013

For all intermodal cargo and minilandbridge intennodal
cargo via U.S. West Coast ports destined to
points other than those in the states of California, Oregon
and Washington:

Per 20 CTR USD \$ 800

Per 40 CTR USD \$1000

Per 40 HIGH CUBE CTR USD \$1125

Per 45 CTR USD \$1266

For all cargo moving via all-water to U.S. East Coast and
Gulf ports and for all intermodal cargo via
these ports:

Per 20 CTR USD \$ 800

Per 40 CTR USD \$1000

Per 40 HIGH CUBE CTR USD \$1125

Per 45 CTR USD \$1266

RULE # TITLE

100 - Z Notice of June 12, 2015 GRI - LCL cargo Asia to USA

Filed on: 6/12/15 Effective: 7/1/15 Thru: 0/00/00 Expire: 0/00/00

On July 1, 2015, all LCL rates from Asia to the USA will
be subject to an \$12 w/m general rate increase.

Note that the India Sub Continent trade lane is part of
this GRI.

SET (002 OF 002)

WHEN: ORIGIN EQ USA

AND: POD EQ (P) MADRAS, INDIA

AND: CONTAINER-SIZE EQ N/A

THEN: RESULT= FREIGHT-TONS * 6.00USD

RULE # TITLE

100 - Z2 NOTICE OF GENERAL RATE INCREASE - US TO ME (LCL) - 1/5/11

Filed on: 12/06/10 Effective: 1/05/11 Thru: 0/00/00 Expire: 0/00/00

EFFECTIVE 1/5/11 RATES FROM THE FOLLOWING US PORTS ORIGINS

DESTINED TO THE FOLLOWING MIDDLE EAST LOCATIONS WILL BE

SUBJECT TO THE FOLLOWING GRI:

6.00W/M

Assessorial Charge Calculation

SET (001 OF 004)

WHEN: CONTAINER-SIZE NE LTL

AND: CONTAINER-SIZE NE N/A

THEN: NOTHING

SET (002 OF 004)

WHEN: ORIGIN NE USWC (SEA/PTL/LAX/SFO) - O

THEN: NOTHING

SET (003 OF 004)

WHEN: DESTINATION NE MIDDLE EAST COUNTRIES 2 - D

THEN: NOTHING

SET (004 OF 004)

WHEN: ALWAYS

THEN: RESULT= FREIGHT-TONS * 6.00USD

RULE # TITLE

100 – Z4 NOTICE OF GENERAL RATE INCREASE and Peak Season Surcharge (PSS) - From all Asia and Indian Subcontinent origins to all USA destinations – 6/12/15

Effective: 07/01/15

From all Asia and Indian Subcontinent origins to all USA destinations:

For LCL:

GRI effective July 1, 2015 at \$12 w/m, minimum \$12

From all Asia and Indian Subcontinent origins to all USA destinations:

For FCL:

1. General Rate Increase (GRI) effective on March 15, 2012

A. Far East (except India, Sri Lanka, Pakistan and Bangladesh) and S. Africa to USA and Puerto Rico:

USD 540/20' container

USD 600/40' container

USD 675/40' high-cube container

USD 760/45' high-cube container

B. For India, Sri Lanka, Pakistan and Bangladesh to USA and Puerto Rico:

USD 540/20' container

USD 600/40' container

USD 675/40' high-cube container

USD 760/45' high-cube container

C. Far East (except India, Sri Lanka, Pakistan and Bangladesh) and S. Africa to Canada:

USD 540/20' container

USD 600/40' container

USD 675/40' high-cube container

USD 760/45' high-cube container.

D. For India, Sri Lanka, Pakistan and Bangladesh to Canada:

USD 540/20' container

USD 600/40' container

USD 675/40' high-cube container

USD 760/45' high-cube container

2. Peak Season Surcharge (PSS) effective on July 1, 2015:

A. Asia to USA

USD 360/20' container

USD 400/40' container

USD 450/40' container

USD 506/45' container

RULE # TITLE

101 - FORCE MAJEURE

Filed on: 4/28/06 Effective: 1/21/04 Thru: 0/00/00 Expire: 0/00/00

RULE 101 - FORCE MAJEURE

Force Majeure Clause: Without prejudice to any rights or privileges of the carrier under covering bills of lading 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 of carriage, or to increase the rates if in conformity with the provisions of the Shipping Act, 1984, as amended.

RULE # TITLE

RULE # TITLE

102 - CLAIMS - OVER, SHORT AND DAMAGED

Filed on: 4/28/06 Effective: 1/21/04 Thru: 0/00/00 Expire: 0/00/00

RULE 102 - CLAIMS - OVER, SHORT AND DAMAGED:

- A. Count discrepancies - must be noted on receipt documents and claims filed within 30 days of discharge or they will not be honored.

- B. Obvious damage - to shipments or delivery containers must be noted on receipt documents and claims filed within 30 days of discharge or they

will not be honored.

C. Concealed damage - claims must be filed within 90 days and there must not be any question that the damage was caused while the carrier was responsible for the shipment or claims will not be honored.

D. Lost shipments - claims must be filed within 90 days of the normally expected receipt date or claims will not be honored.

RULE # TITLE

103 - TITLE PAGE

Filed on: 5/22/06 Effective: 5/22/06 Thru: 0/00/00 Expire: 0/00/00

TITLE PAGE

Samuel Shapiro Company, Inc. dba Infinity Logistics.

Samuel Shapiro Company, Inc. dba Infinity Logistics,
Between (US and World), 004026 - FMC-002

FROM: TARIFF ORIGIN SCOPE

TO: TARIFF DESTINATION SCOPE

Effective: 22May2006

Originally issued: 21Jan1994 Originally effective:

21Jan1994

All information contained within this tariff is true and

accurate and no

unlawful alterations will be permitted

SAMUEL SHAPIRO COMPANY, INC. dba INFINITY LOGISTICS

NVOCC NON-VESSEL OPERATING COMMON CARRIER

FREIGHT TARIFF FMC-002

NAMING

COMMODITY RATES

BETWEEN

US PORTS POINTS

AND

WORLDWIDE PORTS POINTS

AS SPECIFIED IN RULE 1 THE SCOPE

For Explanation of Abbreviations and Reference Marks, see
rule 29.

For Security Bonding see Rule 24.

For Tariff Access Information see rule 30.

For Tariff filings on or before July 1, 2011

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For Tariff filings on or AFTER July 1, 2011; self maintained by:

Samuel Shapiro and Company, Inc.

1215 E. Fort Avenue, Suite 201

Baltimore, MD 21230

Tariff Rules link found: <http://www.shapiro.com> click link for Logistics Services; then choose FMC
Tariff Rules from dropdown

RULE # TITLE

104 - SHIPPER RESPONSIBILITY FOR LEGAL AND REGULATORY REQUIREMENTS

Filed on: 9/25/06 Effective: 10/25/06 Thru: 0/00/00 Expire: 0/00/00

Far East to Puerto Rico and USA

A. A law, regulation, or common law of an origin or destination country may impose requirements on shippers, consignees, or cargo owners that relate to or directly or indirectly affect ocean transportation or Carrier.

Some examples are environmental laws, import or export regulations, waste disposal requirements, the Customs authorities regulation including but not limited to proper seals in related documentaion etc.

Failure by the shipper or consignee or their agent to comply with such requirements may result in delay of a vessel departure, governmental penalties or assessments, or other costs (including but not limited to demurrage, detention, storage, handling, inland transportation, unloading, stuffing, and restuffing of containers,

and additional equipment costs.) To the extent any such costs arise, they will be for the joint and several account of the Shipper, Consignee, and Cargo Owner. Any such expenses which have been billed to or paid by the Carrier shall be paid to the Carrier before release of the container to the Consignee.

B. If for any reason a container loaded aboard Carrier's vessel is denied entry at destination and/or is detained for inspection, unloading, or modification of any type, the Consignee shall arrange for all procedures required to clear the container. Such procedures shall be at the expense and responsibility jointly and severally of the Shipper, Consignee, and Cargo Owner. If a governmental agency requires that the subject container be returned to origin, the Consignee shall be responsible to return the container to the Carrier or the applicable inland carrier, and the return to origin shall be at the expense of the Consignee, Shipper, and Cargo Owner. The return rate charged shall be according to the applicable returned cargo rate in this tariff, and shall be prepaid before the containers are returned.

C. In the event a container is inspected, stored, unloaded, re-exported, or otherwise detained by a governmental agency because the Shipper has failed to

comply with a statutory or regulatory requirement,
At Carrier's option, the cargo interest shall pay to
Carrier an administrative charge of \$200, in addition
to all other costs, expenses, charges, and other
amounts due under this rule.

D. Shipper, Consignee, and Cargo Owner shall be jointly,
severally and absolutely liable to Carrier or to any
other party, without regard to intent, negligence, or
any other factor for:

(i) Personal injuries or death, or damage to or loss of
cargo or other property, during any time the
container is being inspected or detained by any
government agency, or is being transported to or
from such inspection or detention, as a result of an
act or omission of the Shipper, Consignee, or Cargo
Owner.

(ii) Any losses, damages, fines, penalties, costs
(including attorney's fees), bonds, interest
and any other sanctions imposed on Shipper,
Consignee or Carrier as a result of Shipper's or
Consignee's failure to comply in full with the
requirements of a government or governmental
agency.

if Carrier is required to pay an amount referred to
in (i) or (ii) above,

Shipper and Consignee shall be liable to indemnify Carrier in full for those amounts, including reasonable attorneys' fees and costs related to responding to or defending against such sanctions.

E. The Carrier shall not release a container to a Consignee until all fines, penalties, costs (including attorney's fees), bonds, penalties, or sanctions provided for in this rule have been paid by the Shipper, Consignee, or Cargo Owner, or the Carrier has been reimbursed for payment of same.

RULE # TITLE

105 - USAGE OF NRA'S AND TARIFF RULES

Filed on: 3/28/12 Effective: 3/28/12 Thru: 0/00/00 Expire: 0/00/00

USAGE OF NRA'S AND TARIFF RULES

A. Samuel Shapiro and Company, Inc d/b/a Infinity Logistics uses a combination of NRAs in lieu of Rate Filings and Tariff Rate Filings in compliance with U.S. FMC Regulations