

Mohawk Global Logistics Corp. DBA Mohawk Global Logistics (Carrier)
Organization No. 026106 FMC License No. 003952NF
Rules Tariff (originally No. 002 Dated: 11JUN2008)

PROMINENT NOTICE: Carrier utilizes Negotiated Rate Arrangement (NRA) in lieu of tariff rate filing in accordance with regulations of the FMC where permitted or applicable as per 46CFR520 & 532.

The writings provided in the Carrier's rate quotes, rate sheets, rate matrices, and/or email exchanges between the Carrier and the Shipper cumulatively contain an offer(s) by Carrier pursuant to 46CFR532.6. Acceptance of the quotation shall become binding after receipt of the cargo by Carrier or its agent (or originating carrier in the case of through transportation). If the terms and conditions contained in the aforementioned document(s) do not reflect Shipper's understanding, Shipper must notify Carrier immediately. Carrier Rules Tariff, provided free of charge at www.mohawkglobal.com contains the terms and conditions which are further applicable to the shipment.

TARIFF SCOPE: BETWEEN USA AND WORLD

RULE TEXT

Rules, regulations and rates published herein apply BETWEEN United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points AND Worldwide Ports and Points as specified in Rule 1.A and in the Individual Tariff Line Items (TLI's) of this tariff:

U.S. ATLANTIC BASE PORTS (ACBP)

- Baltimore, MD
- Boston, MA
- Jacksonville, FL
- Miami, FL
- New York, NY
- Newark, NJ
- Norfolk VA
- Port Everglades, FL
- Philadelphia, PA
- Savannah, GA
- Wilmington, NC

U.S. GULF COAST BASE PORTS: (GCBP)

- Houston, TX
- Lake Charles, LA

Points named herein. Rates to and from World Inland Points apply via Base Port Groups as shown below. USA Ports are shown in Rule 1.

1. North East Asia (NEASIA): Rates apply to and from ports and points in the following countries: Hong Kong, Japan, Korea, Macau, Mongolia, People's Republic of China, Taiwan (Republic of China), and Russia (USSR). Rates to/from inland points apply via the Northeast Asia Base Port Groups, (NEASIABP), defined as:

PORT GROUP

NEASIABP

BASE PORTS

Hong Kong, HONG KONG
Kobe, Nagoya, Osaka, Tokyo, Yokohama, JAPAN
Busan, REPUBLIC OF KOREA
Dalian, Fuzhou, Shanghai, Shekou, Tianjin, Xingang, Xiamen,
Yantian, Guangzhou, Qingdao, Chiwan, Dachan Bay, Yangshan, Shenzhen, Beihai,
Dalian, Dandong, Fuzhou, Haikou, Hankou, Huangpu, Jiujiang, Lianyungang,
Nanjing, Nantong, Ningbo, Qinhuangdao, Rizhao, Sanya, Shantou, Weihai,
Wenzhou, Xiamen, Yangzhou, Yantai, and Zhanjiang. PEOPLE'S REPUBLIC OF CHINA
Keelung, Kaohsiung, Taichung, Taoyuan, TAIWAN (REPUBLIC OF CHINA)
Vostochny, UNION OF SOVIET SOCIALIST REPUBLICS

2. Southeast Asia (SEASIA): Rates apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam. Rates to/from inland points apply via the Southeast Asia Base Port Group (SEASIABP), defined as follows:

PORT GROUP

SEASIABP

BASE PORTS

Jakarta, INDONESIA
Port Kelang, George Town, MALAYSIA
Cebu, Manila, PHILIPPINES
Singapore, SINGAPORE
Bangkok, THAILAND

3. South Asia (SOUTHASIA): Rates apply to/from ports and points in the following countries: Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka. Rates to/from inland points apply via the South Asia Base ports (SASIABP), defined as:

PORT GROUP

SOUTHASIABP

BASE PORTS

Chittagong, BANGLADESH
Bombay, Calcutta, Madras, INDIA
Karachi, PAKISTAN
Colombo, SRI LANKA

4. Australia, New Zealand and Oceania (ANZOCEANIA): Rates apply to/from ports and points in the following countries: Australia, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn Islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, Western Samoa. Rates to/from inland points apply via the Australia, New Zealand, Oceania Base Port Group (ANZOCEANIABP), defined as:

PORT GROUP

ANZ/OCEANIABP

BASE PORTS

Adelaide, Brisbane, Freemantle, Melbourne, Sydney, AUSTRALIA
Auckland, Christchurch, Lyttleton, Wellington, NEW ZEALAND
Suva, FIJI
Papeete, FRENCH POLYNESIA
Noumea, NEW CALEDONIA
Lae, Port Moresby, PAPUA NEW GUINEA
Honiara, SOLOMON ISLANDS
Nukualofa, TONGA
Port Vila, VANUATU
Spia, WESTERN SAMOA

5. Middle East (MIDEAST): Rates apply to/from ports and points in the following countries: Bahrain, Iran, Iraq, Jordan Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen. Rates to/from inland points apply via the Mideast Base Port Group (MIDEASTBP), defined as:

PORT GROUP

MIDEASTBP

BASE PORTS

Bahrain, BAHRAIN
Bandar Abbas, Bandare Khomeyni, IRAN
Aqaba, JORDAN

Mina Qabus (Muscat), OMAN
Ad Dawhah (Doha), QATAR
Dammam and Jeddah, SAUDI ARABIA
Abu Zaby (Abu Dhabi), Dubayy (Dubai), Fujeirah, Jabal Ali
(Jebel Ali), UNITED ARAB EMIRATES
Hodeidah, YEMEN

6. Africa (AFRICA): Rates apply to/from ports and points in the countries shown in the AFRICABP Base Port Group as shown below. Rates also apply to/from all points in the following African countries: Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, Uganda, Western Sahara, Zambia, Zimbabwe; rates to/from inland points in these countries apply via the Africa Base Port Group (AFRICABP), which is defined below. For rates to North African countries, see the Mediterranean (MED) Country and Base Port Group.

PORT GROUP

AFRICABP

BASE PORTS

(EAST AND SOUTH AFRICA):

Moroni, COMOROS
Djibouti, DJIBOUTI
Mitsiwa, ETHIOPIA
Mombasa, KENYA
Luderitz and Walvis Bay, NAMIBIA
Toamasina and Toliara, MADAGASCAR
Port Louis, MAURITIUS
Beira, Maputo, Nacal MOZAMBIQUE
Mahe, SEYCHELLES
Berbera, Muqdisho (Mogadishu), SOMALIA
Durban, Capetown, SOUTH AFRICA
Bur Sudan (Port Sudan), SUDAN
Dar Es Salaam, Tanga, Zanzibar, TANZANIA

(WEST AFRICA)

Lobito, Landana (Luanda), ANGOLA
Cotonou, BENIN
Douala, CAMEROON
Praia, CAPE VERDE ISLANDS
Pointe Noire, CONGO
Libreville, Port Gentil, GABON
Banjul, THE GAMBIA
Accra, Sekondi, Takoradi, Tema, GHANA
Conakry, GUINEA
Bissau, GUINEA BISSAU
Abidjan, IVORY COAST
Monrovia, LIBERIA

Nouakchott, MAURITANIA
Lagos, Port Harcourt, NIGERIA
Dakar, SENEGAL
Freetown, SIERRA LEONE
Lome, TOGO
Matadi, ZAIRE

7. Mediterranean (MED): Rates apply to/from ports and points in the following countries: Andorra, Algeria, Azores Islands (Portugal), Canary Islands (Spain), Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Lebanon, Madeira (Portugal), Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Yugoslavia (including Bosnia-Herzegovina, Croatia, Macedonia, Slovakia). Rates to/from inland points apply via the Mediterranean Base Ports Group (MEDBP), defined as:

PORT GROUP

MEDBP

BASE PORTS

Alger (Algiers), ALGERIA
Ponta Delgada, AZORES (Portugal)
Las Palmas, Tenerife, CANARY ISLANDS (Spain)
Lemosos (Limassol), CYPRUS
Al Iskandariyah (Alexandria), Bur Sa Id (Port Said), EGYPT
Marseilles, FRANCE
Piraievs (Pireaus), Thessaloniki (Solonika), GREECE
Ashdod, Hefa, ISRAEL
Genova (Genoa), Livorno (Leghorn), ITALY
Bayrut (Beirut), LEBANON
Funchal, MADEIRA ISLANDS (Portugal)
Valletta, MALTA
Casablanca, Rabat, Tangier, MOROCCO
Leixoes, Lisboa, Oporto, PORTUGAL
Barcelona, Bilbao, Valencia, SPAIN
Al Ladhiqiyah (Latakia), SYRIA
Sfax, Tunis, TUNISIA
Mersin, Izmir, Istanbul, TURKEY
Dubrovnik, Koper, Split, YUGOSLAVIA

8. Northern Europe (NEUROPE): Rates apply to/from ports and points in the following countries: Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Freenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Sweden, Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Union of Soviet Socialist Republics (including Armenia, Azerbaijan, Belorussia, Estonia, Georgia, Kazakhstan, Kyrgystan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan). Rates to/from inland points apply via

the North Europe Base Port Group (NEUROPEBP), defined as:

PORT GROUP

NEUROPEBP

BASE PORTS

Antwerpen, BELGIUM
Varna, BULGARIA
Aarhus, Copenhagen, DENMARK
Helsinki, Kotka, Turku, FINLAND
Le Havre, FRANCE
Bremen, Bremerhaven, Hamburg, GERMANY
Baile Atha Cliath (Dublin), Cork, Galway, Waterford,
IRELAND (EIRE)
Amsterdam, Rotterdam, NETHERLANDS
Bergen, Oslo, Stavanger, NORWAY
Gdansk, Gdynia, POLAND
Costanta, ROMANIA
Goteborg, Malmo, Stockholm, SWEDEN
Riga, Tallinn, Leningrad (St. Petersburg, Klaipeda, USSR
(UNION OF SOVIET SOCIALIST REPUBLICS)
Belfast, Felixstowe, Glasgow, Grangemouth, LIVERPOOL,
London, Southampton, UNITED KINGDOM

9. North America: Rates apply to/from ports and points in
Canada and Mexico. Rates to/from points in Canada
apply via the Canada Base Port Group (CANADABP) as shown
below. Rates to/from inland points in Mexico apply via the
Mexico Base Ports (MEXICOBP), as shown below:

PORT GROUP

CANADABP

BASE PORTS

St. Johns, Newfoundland, CANADA
Charlottetown, Prince Edward Island, CANADA
Halifax, Nova Scotia, CANADA
Saint John, New Brunswick, CANADA
Montreal, Quebec, Quebec, CANADA
Toronto, Ontario, CANADA
Vancouver, British Columbia, CANADA

PORT GROUP

MEXICOBP

BASE PORTS

Tampico, Veracruz, MEXICO
Lazaro Cardenas, Manzanillo, Salina Cruz, MEXICO

10. Central America (CAMERICA): Rates apply to/from ports and points in the following Central American Countries: Belize, Costa Rico, El Salvador Guatemala, Honduras, Nicaragua, Panama. Rates to/from inland points apply the Central America Base Port Group (CAMERICABP), defined as:

PORT GROUP

CAMERICABP

BASE PORTS

Belize City, BELIZE
Puerto Limon, COSTA RICA
San Jose, Santo Tomas de Castilla, GUATEMALA
Puerto Henecan, Puerto Cortes, HONDURAS
Corinto, Managua, NICARAGUA
Balboa, Cristobal, Panama City, PANAMA

11. Caribbean Islands (CARIBBEAN): Rates apply to/from ports and points in the Caribbean Island Countries named in the Caribbean Base Port Group. Rates to/from inland points apply via the Caribbean Base Port Group (CARIBBEANBP), defined as:

PORT GROUP

CARIBBEANBP

BASE PORTS

St. Johns, ANTIGUA AND BARBUDA
Oranjestad, ARUBA (Netherlands Antilles)
Freeport, Nassau, BAHAMAS
Bridgetown, BARBADOS
Hamilton, BERMUDA
Kralendijk (Bonaire), NETHERLANDS ANTILLES
Tortola, BRITISH VIRGIN ISLANDS
Georgetown, CAYMAN ISLANDS
Willemstad, CURACAO (Netherlands Antilles)
Roseau, DOMINICA
Santo Domingo, DOMINICAN REPUBLIC
Saint Georges, GRENADA
Pointe a Pitre, GUADELOUPE
Port Au Prince, HAITI
Kingston, Montego Bay, JAMAICA
Fort de France, MARTINIQUE
Plymouth, MONSTSERRAT
Basseterre, ST KITTS/NEVIS
Castries, ST. LUCIA

Kingstown, ST. VINCENT AND THE GRENADINES
Grand Turk Island, TURKS AND CAICOS ISLANDS
Port of Spain, TRINIDAD

12. South America (SAMERICA): Rates apply to/from ports and points in the following South American Countries: Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela. Rates to/from inland points apply via the South America Base Port Group (SAMERICABP), defined as:

PORT GROUP

CARIBBEANBP

BASE PORTS

Buenos Aires, ARGENTINA
Fortaleza, Santos, Sao Paulo, Rio de Janeiro, BRAZIL
Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas,
Talcahuano, Tocopilla, Tocopilla, CHILE
Barranquilla, Buenaventura, Cartagena, Santa Marta, COLOMBIA
Guayaquil, ECUADOR
Cayenne, FRENCH GUIANA
Georgetown, GUYANA
Asuncion, PARAGUAY
Callao, PERU
Paramaribo, SURINAME
MOnTEvideo, URUGUAY
La Guaira, Maracaibo, Puerto Cabello, VENEZUELA

Rates also apply to/from ports and inland points named in the individual tariff items (TLI's) of this tariff.

RULE# CYC# APP TITLE

001-B INTERMODAL SERVICE
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

Intermodal through rates apply from and to points in the U.S. States listed below only as specified in individual tariff line items.

1. U.S. IPI origin and destination states, and grouping:

Alabama	AL	Nebraska	NE
Arizona	AZ	Nevada	NV
Arkansas	AR	North Carolina	NC
Buffalo	NY	North Dakota	ND
California	CA	New Hampshire	NH
Colorado	CO	New Jersey	NJ
Connecticut	CT	New Mexico	NM

		New York	NY
Delaware	DE		
		Ohio	OH
Florida	FL	Oklahoma	OK
		Oregon	OR
Georgia	GA		
		Pennsylvania	PA
Idaho	ID		
Illinois	IL	Rhode Island	RI
Indiana	IN		
Iowa	IA	South Carolina	SC
		South Dakota	SD
Kansas	KS	Syracuse	NY
Kentucky	KY	Tennessee	TN
		Texas	TX
Louisiana	LA		
		Utah	UT
Maine	ME		
Maryland	MD	Vermont	VT
Massachusetts	MA	Virginia	VA
Michigan	MI		
Minnesota	MN	Washington	WA
Mississippi	MS	West Virginia	WV
Missouri	MO	Wisconsin	WI
Montana	MT	Wyoming	WY

RULE# CYC# APP TITLE

002- APPLICATION OF RATES AND CHARGES
 Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

1. Rates published in this Tariff are stated in terms of U.S. Currency and apply per *1 Cubic Meter (M) or 1000 Kilos (W)*, as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight.

All freight rates and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided.

Rates indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rates published herein apply from/to places where the common carrier originates or

terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper, or Consignee of the Cargo. Exception: Rates from the United States to foreign countries do not include Destination Delivery Charges as assessed by the VOCC or the port/terminal which shall be for the account of the consignee.

The "Point" rates named in this Tariff are applicable from Inland Points which lie beyond port terminal areas. Such rates will be shown as single-factor through rates.

Such rates shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) but not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. (See item 16, re: Advanced Charges.)

Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.

3. Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles contained therein.
4. Rates as published herein do not include Marine Insurance or Consular fees.
5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs.

Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

6. Unless otherwise specified, when the rates in this Tariff are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
7. The rates shown in this Tariff except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
8. Except as otherwise provided, rates published in this Tariff apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the applicable Cargo, N.O.S. rate shall be applied.
9. Wherever rates are provided for articles named herein, the same rate will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific rates are provided for such parts.
10. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations." *(amended 8/31/2012): Further, any additional charges promulgated by ocean carriers or other 3rd parties as a result of such named or similar cause, will be passed along for the account of the cargo at cost as such unforeseen charges may arise.*
11. When a commodity can properly be carried under more than one tariff item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the rate of the end use commodity, eg:

Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, N.O.S." rather than Rubber Goods, Textiles, etc.

The above does not apply in cases where there is a specific tariff rate for the commodity in question, eg: If the tariff contains a rate for Rubber Gloves, then this rate will apply - and NOT the Gloves, N.O.S. rate.

12. When two or more rates may be applicable to a given shipment and one rate is more specific than the others, the most specific rate shall apply.

One rate is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Pineapple is more specific than Canned Fruit or Canned Goods, N.O.S.

A rate from/to a specific destination is more specific than a rate to/from a geographic range or zone,

Examples:

A rate from New York, NY is more specific than a rate from Atlantic and Gulf Base Ports (AGBP).
A rate to Yokohama, Japan is more specific than a rate to Japan Base Ports (JBP).

13. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

14. TYPES OF SERVICE PROVIDED

CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.

CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.

CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be

unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.

CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.

DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

15. SERVICE OPTIONS:

The following service types are available and pertain to rates contained in this tariff.

Door (D)

Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

Door Service is applicable only where specifically provided in the individual TLI's or where specified in an Inland Rate Table.

Container Yard (Y)

The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.

Container Freight Station (S)

The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent.

16. ADVANCED CHARGES

Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading, and provided they do not relate in any part to cargo cost and/or ocean freight thereon, but cover only

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

RULE# CYC# APP TITLE

002-E ALAMEDA CORRIDOR CHARGE
Filed on: 28DEC2009 Effective: 27JAN2010 Thru: Expire:

RULE TEXT

Effective January 1, 2016, the Alameda Corridor Charge will be assessed as per the levels outlined below.

Alameda Corridor Charge
USD \$24.00 Containers (All Types)
USD \$48.00 40 Containers (All Types)
USD \$54.00 45 Containers (All Types)

**These charges will be applied for any containers (both import and export) moved via rail to or from Los Angeles and Long Beach.

RULE# CYC# APP TITLE

002-010 PACKING REQUIREMENTS
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
3. Gross weight in pounds and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at

time of delivery.

4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative. Old marks must be removed or effaced.

RULE# CYC# APP TITLE

002-020 DIVERSION BY CARRIER
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

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

1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. carrier may, at their convenience, deliver cargo to points enroute between carrier's discharging terminal and carrier's delivery terminal provided the rates are not already provided for such destinations in individual commodity items.
2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading. within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the freight rates applicable to the port of destination named in the bill of lading shall be assessed.

In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through

the port originally intended.

RULE# CYC# APP TITLE

002-030 MIXED COMMODITY RATES
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

Commodity Items in Number Series 99XX-XX-XXXX, "Mixed Commodities" shall consist of a minimum of two of the named items, no one of which exceeds 90% of the total weight or cube of the shipment.

RULE# CYC# APP TITLE

002-040 CONTAINER CAPACITY
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

Where rules or rates make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as shown below regardless of the actual capacity.

A. For Dry Containers (Subject to Note 1):

SIZE (IN FEET)			INSIDE CUBIC CAPACITY
W	H	L	
8' x	9'6"	x 45'	85.94 cbm (3035 cft)
8' x	9'6"	x 40'	76.42 cbm (2699 cft)
8' x	9'	x 40'	72.21 cbm (2550 cft)
8' x	8'6"	x 40'	67.70 cbm (2391 cft)
8' x	8'	x 40'	63.80 cbm (2253 cft)
8' x	8'6"	x 20'	33.41 cbm (1180 cft)
8' x	8'	x 20'	31.26 cbm (1104 cft)

B. For Reefer Containers (Subject to Note 1):

SIZE (IN FEET)			INSIDE CUBIC CAPACITY
W	H	L	
8' x	8'	x 20'	25.7 cbm
8' x	8'6"	x 20'	28.1 cbm
8' x	9'6"	x 40'	65.89 cbm
8' x	9'	x 40'	59.52 cbm
8' x	8'6"	x 40'	55.45 cbm

NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in

various States of the U.S.A.

RULE# CYC# APP TITLE

002-050 SHIPPER FURNISHED CONTAINERS
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

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

- A. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.
- B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carrier's vessel prior to loading the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.
- C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.
- D. Shipper furnished containers will be accepted only at loading ports CY and delivered only at destination CY.
- E. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdership of the container offered for shipment.

RULE# CYC# APP TITLE

002-060 MEASUREMENT AND WEIGHT
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

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

- 1. All packages will be measured in CENTIMETRES and weight

in KILOGRAMMES.

2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.

In the case of multiple packages of like dimensions the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

4. OFFICIAL MEASURERS AND WEIGHERS

The straight loaded shipments of consolidator Cargo, stuffed at carrier's nominated off dock CY locations, does not require measuring/weighing for purposes of confirming volume/weight of cargo. For such shipments, however, there must be a certificate from an officially appointed Sworn Measurer to confirm the exact location at which the shipment was stuffed into the container.

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

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

loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or remeasuring. If such outturn reweighing, remeasuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, remeasuring and/or resurveying shall be for the account of the cargo.

RULE# CYC# APP TITLE

002-070 OVERWEIGHT CONTAINERS
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for account of cargo.

The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the ocean carrier transporting the shipment, its agents and the motor/rail carrier(s), harmless from any and all damages or liability from claims by whomever brought arising in whole or in part from the shipment exceeding any lawful weight limitation. Such indemnification shall include attorneys' fees and all costs incurred in the defense of such claim(s).

RULE# CYC# APP TITLE

002-080 SHIPPER'S LOAD AND COUNT
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

When containers are loaded and sealed by shipper,
carrier or its authorized agent will accept same as
"Shipper's load and count" (SLC) and the Bill of Lading
shall be so claused, and:

No container will be accepted for shipment if the
weight of the contents thereof exceeds the weight
carrying capacity of the container.

Carrier will not be directly or indirectly responsible
for:

- 1) Damage resulting from improper loading or mixing
of articles in containers, or shipper's use of
unsuitable or inadequate protective and securing
materials when loading to open-side flat rack type
containers.
- 2) Any discrepancy in count or concealed damage to
articles.

Except as otherwise provided, shipments destined to more
than one port of discharge may not be loaded by shipper
into the same container.

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

RULE# CYC# APP TITLE

002-090 DIVERSION OF CARGO (BY SHIPPER OR CONSIGNEE)
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

A request for diversion of a shipment will be considered as an amendment to the contract of carriage and will be subject to the following definitions, conditions and charges:

A. Definition of Diversion:

A change in the original billed destination (which may also include a change in Consignee, order party, or both). A change in Consignee, order party or both will not be considered as diversion of cargo.

B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading.

Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.

3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. A shipment may only be diverted once.

Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.

5. Diverted shipment will be assessed the rate(s) and/or

charges from origin to destination to which diverted in accordance with tariffs on file with the FMC.

6. Diversion charges or administrative charge are payable by the party requesting the diversion.

C. Charges:

1. A diversion charge of US\$10.00 per revenue ton on the entire shipment plus the actual additional costs incurred by the carrier to affect the diversion, subject to a minimum charge of US\$100.00 per Bill of Lading.

For cargo rated on a per container basis, or for cargo rated on a per revenue ton basis moving under FCL shipment, the charge will be US\$250.00 per Bill of Lading, subject to a maximum charge of US\$400.00 per container. Where diversion results in additional expenses to the carrier, such additional charges will be for account of the cargo.

2. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination to which diverted in accordance with NRA's or tariffs on file with the FMC.

RULE#	CYC#	APP	TITLE		
002-100			MIXED SHIPMENTS		
Filed on: 11JUN2008		Effective: 21JUN2008		Thru:	Expire:

RULE TEXT

1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity rate applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
2. Single shipments which consist of articles subject to two or more different commodity rates, when articles subject to such different rates are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity rate applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
3. Where different scales of rates are provided for shipments of different weights, apply on each article the rate which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment.

Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of rates, will be charged for at the lowest rate applicable to any article in the shipment.

4. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity rate applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the rates used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

RULE# CYC# APP TITLE

002-110 RESTRICTED ARTICLES
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

Unless otherwise specified in tariffs making reference hereto, the following articles of property will not be accepted for transportation nor as premiums accompanying other articles.

1. Bank bills, coin or currency; deed, drafts, notes or valuable papers of any kind; jewelry; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured thereof; precious stones; revenue stamps; or other articles of extraordinary value.
2. Corpses or cremated remains.
3. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl.
4. Silver articles or ware, sterling.
5. Livestock.
6. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is

reasonably necessary for protection and safe transportation.

7. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
8. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
9. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

RULE# CYC# APP TITLE

002-120 FREIGHT ALL KINDS (FAK)
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

Unless otherwise provided herein, any item described as "Freight All Kinds" shall consist of a MINIMUM of two different commodity items. Further restrictions to the item shall be contained in the individual Commodity Item.

RULE# CYC# APP TITLE

002-130 ALTERNATE RATE / SERVICE LEVELS
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

Different levels of Service are offered by the Carrier as shown below. Unless otherwise specified in the individual rate item, Rates are applicable for "Regular Service."

1. Regular - Shipper accepts transit time as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Regular service rates are shown in NRA or tariff, unless otherwise specified.
2. Premium - Shipper/Consignee requests carrier-provided premium service, in which case cargo will be delivered not less than 4 days faster than if shipped by regular service. Rates applicable to premium service will be noted "Premium Service" in the individual tariff line items. Shipper/Consignee must specifically request premium service at the time of

shipment, or Shipper/Consignee must instruct carrier to provide premium service for all shipments of specific tariff line items.

3. Economy - Shipper/Consignee requests carrier provide economy service, in which case shipments will be delivered not less than 4 days slower than if shipped by carrier's regular service. Rates applicable to economy service will be noted with "Economy Service" in the individual tariff line rate items. Shipper/Consignee requests for economy service must be made at the time of shipment. Shipper/Consignee must instruct carrier to provide economy service for all shipments of a specific tariff line item.

RULE# CYC# APP TITLE

002-140 35 Y BILL OF LADING FEE
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

RULE# CYC# APP TITLE

003- RATE APPLICABILITY RULE
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

The tariff rates, rules and charges applicable to a given shipment must be those published and in effect when the cargo is received by the ocean carrier or its agent (including originating carriers in the case of rates for through transportation). A shipment shall not be considered as "received" until the full bill of lading quantity has been received.

RULE# CYC# APP TITLE

004- HEAVY LIFT
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

005- EXTRA LENGTH
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

006- MINIMUM BILL OF LADING CHARGES
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

The minimum charge per Bill of Lading, unless otherwise provided, shall be the charge for one ton of the commodity being shipped, exclusive of all surcharges.

RULE# CYC# APP TITLE

007- PAYMENT OF FREIGHT CHARGES
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

A. CURRENCY

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

B. PAYMENT IN U.S. DOLLARS

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

C. METHODS OF PAYMENT

Payment for freight or charges due the carrier must be payable in legal tender or, at carrier's option, by

check or bank draft acceptable by carrier's bank for immediate credit without charges.

D. PREPAID FREIGHT

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

E. FREIGHT COLLECT

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

F. CURRENCY CONVERTABILITY:

1. Conversion Provisions:

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

E. EXTENSION OF CREDIT

See Rule 7-10 for regulations to apply.

RULE# CYC# APP TITLE

007-010 EXTENSION OF CREDIT
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

A. CREDIT TERMS

The carrier may extend credit for a period not to exceed fifteen (15) calendar days, including Saturdays, Sundays, and legal holidays after the date of sailing from the respective port of loading by the carrying vessel if, at the time of release of the prepaid Bills of Lading to the shipper or his authorized representative, provided carrier has on file a credit agreement signed by the shipper. However, the period

of credit which may be extended pursuant to this rule, shall not restrict regular procedures of payment on shipments made by any government or agency thereof on which such government or agency is the shipper. The privilege of credit shall not be restored until all freight monies and charges, due and owing the carrier by the shipper for a period longer than the fifteen (15) day period hereinabove provided, shall have been paid. (See following Shipper's Credit Agreement).

B. SHIPPER'S CREDIT AGREEMENT

In consideration of extension of credit, through the issuance and release of prepaid Bills of Lading, to us directly or through duly authorized freight forwarders.

We hereby agree as follows:

1. Receipts for all Bills of Lading so issued shall be signed by us or on our behalf by the freight forwarder receiving them as it is required by carrier.
2. We will be absolutely and unconditionally responsible to the carrier for payment of all freight and charges due within the period specified in applicable carrier's tariffs, and guarantee that they will be paid within that period, irrespective of whether or not funds for payment have been given to the forwarder or otherwise.
3. Credit privileges hereunder will be suspended for any failure to comply with the provisions of this Agreement.
4. This Agreement shall become effective on the date of its receipt and execution by carrier or its agents and shall continue in effect unless terminated sooner by written notice from any party to the others; provided, however, that termination or expiration shall not extinguish any existing liabilities hereunder.

5. CREDIT APPLICATION

Please Type or Print Clearly

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Tel. No. _____ Fax No. _____ Name of Contact: _____

Sales Representative: _____

Anticipated Requirement: \$_____

Type of Business (Circle One): Corp-Fed Tax ID# _____

Other: _____

List Officers and Titles:

List Three (3) Credit References:

Name Tel No. Fax No. Contract Account No.

List One (1) Bank Reference:

Name Tel No. Fax No. Contract Account No.

The undersigned has provided the above information and agrees to remit payment within credit terms specified in the applicable tariff. Non-compliance with credit terms will result in immediate cancellation of all credit privileges.

Signature of Officer or Partner Title

Type or Print Name Date

RULE# CYC# APP TITLE

008- BILL(S) OF LADING
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

Bill of Lading Terms and conditions.

CLAUSE PARAMOUNT: All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections

1300-1315 (hereafter, "COGSA"). All carriage to and from other States shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of Carrier.

(2) DEFINITIONS:

2.1 "Ship" means the vessel named in this Bill of Lading, or any conveyance owned, chartered, towed or operated by Carrier or used by Carrier for the performance of this contract.

2.2 "Carrier" means Mohawk Global Logistics Corp., on whose behalf this Bill of Lading has been signed.

2.3 "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons.

2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading.

2.5 "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.

2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

2.7 "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well.

(3) SUBCONTRACTING: Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling,

storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every servant, agent, subcontractor (including sub-subcontractors), or other person whose services have been used to perform this contract shall be entitled to the rights, exemptions from, or limitations of, liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants, agents, subcontractors, or other persons who shall be deemed to be parties to this contract.

(4) ROUTE OF TRANSPORT: Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

(5) HINDRANCES AFFECTING PERFORMANCE:

5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.

5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient, or (b) deliver the goods at the place of delivery. In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

5.4 Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract of carriage and shall not be a deviation.

(6) BASIC LIABILITY:

6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.

6.2 If it is established that the loss of or damage to the goods occurred during sea carriage or during carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

6.3 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:

(a) cannot be departed from by private contract to the detriment of Merchant, and

(b) would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable;

(c) where (a) or (b) above do not apply, any liability of Carrier shall be limited to the amount provided in accordance with Section 7.1 of this Bill of Lading.

6.4 If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Section 6.2 above.

6.5 Carrier does not undertake that the goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

6.6 Carrier shall not be liable for any loss or damage arising from:

- (a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge,
- (b) compliance with the instructions of any person authorized to give them,
- (c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant,
- (d) inherent vice of the goods or concealed damage to or shortage of goods packed by Merchant,
- (e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed,
- (f) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads,
- (g) fire, unless caused by actual fault or privity of Carrier,
- (h) any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

6.7 When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid.

6.8 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

(7) COMPENSATION FOR LOSS AND DAMAGE:

7.1 Unless otherwise mandated by compulsorily applicable law, Carrier's liability for compensation for loss of or damage to goods shall in no case exceed the amount of US\$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability will be limited to US\$500 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in

Carrier's tariff. The freight charged on sealed containers when no higher valuation is declared by the Shipper is based on a value of US\$500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

7.2 In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

7.3 If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

7.4 Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

7.5 Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

(8) DESCRIPTION OF GOODS AND INFORMATION FOR U.S.

CUSTOMS: Carrier is responsible for transmitting information to U.S. Customs and Border Protection prior to lading of the Goods including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, and container seal numbers. For this, and other purposes, Carrier relies on information provided by Merchant in a timely fashion. Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee

and hazardous materials codes furnished by Merchant are correct and Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from any.

(9) CARRIER'S CONTAINERS: If goods are not received by Carrier already in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

(10) CONTAINER PACKED BY MERCHANT: If Carrier receives the goods already packed into containers:

1. This Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers;
2. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty;
3. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and
4. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and
5. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

(11) DANGEROUS GOODS:

11.1 Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the goods with reasonable specificity as well as the names and addresses of the shippers and consignees.

11.2 Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

11.3 If the goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

(12) DECK CARGO: Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and goods so carried shall constitute under deck stowage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.

(13) SOLAS WEIGHT CERTIFICATION: Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as Carrier's own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties, or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

(14) HEAVY LIFT:

14.1 Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

14.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

14.3 Merchant agrees to comply with all laws or regulations concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.

(15) DELIVERY: Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge or place of delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff or, if no such time is provided, within a reasonable time, the goods may be considered to have been delivered to Merchant or abandoned at Carrier's option, and may be disposed of or stored at Merchant's expense.

(16) NOTICE OF CLAIM: Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery in good condition by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery.

(17) FREIGHT AND CHARGES:

17.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant, open the container or package and examine contents, weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure and or value of the goods, Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (b) expenses incurred in determining the correct details, plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes

the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff.

17.2 Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 1% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods. Returned checks shall be subject to a \$100 fee.

17.3 Merchant shall be liable for all dues, fees, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government. Merchant shall be liable for all demurrage, detention or other charges imposed on the goods or their containers by third parties.

17.4 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

17.5 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

(18) LIEN: Carrier shall have a general lien on any and all property (and documents relating thereto) of Merchant in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, or both, and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier may sell at public

auction or private sale, upon 10 days written notice, registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

(19) TIME BAR: Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 36 months.

(20) JURISDICTION: The courts of either the Supreme Court of New York (Onondaga County venue) or the Federal District Court for the Northern District of New York shall have exclusive jurisdiction over any dispute arising from the carriage evidenced by this Bill of Lading. Merchant and Carrier each hereby agree to the personal jurisdiction of the forum having jurisdiction over their disputes under this clause. Except as otherwise provided in this Bill of lading, the laws of the State of New York shall apply.

(21) GENERAL AVERAGE:

21.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier.

21.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

(22) BOTH-TO-BLAME COLLISION CLAUSE: If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or

liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

(23) CARRIERS' TARIFFS: The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission (FMC) or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carrier's tariffs may be obtained from Carrier or its agents or from Carrier's website, the address of which is set forth on the U.S. Federal Maritime Commission's website at www.fmc.gov. Carrier may enter into Negotiated Rate Arrangements with Merchant in lieu of publishing the applicable rates and charges for services provided in its rate tariff.

(24) PERISHABLE CARGO:

24.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

24.2 Merchant undertakes not to tender for transportation any goods that require refrigeration without given written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly stowed in the container and that the thermostatic

controls have been adequately set before receipt of the goods by Carrier. Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

(25) SEVERABILITY: The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

(26) VARIATION OF THE CONTRACT: This contract supersedes all prior agreement between the parties with respect to its subject matter. No servant or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.

Export Rev 02/2016

RULE# CYC# APP TITLE

009- FREIGHT FORWARDER COMPENSATION
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

010- SURCHARGES AND ARBITRARIES
Filed on: Effective: 02JAN2012 Thru: Expire:

RULE TEXT

NOT APPLICABLE. See NRA or tariff filing.

RULE# CYC# APP TITLE

011- MINIMUM QUANTITY RATES
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

When two or more freight rates are named 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 TLI specifying a required minimum quantity either weight or measurement per container or in containers 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 TLI if, the weight or measurement declared for rating purposes is increased to the minimum level.

RULE# CYC# APP TITLE

012- AD VALOREM RATES
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

- A. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.
- B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.
- C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be three (3%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate.

RULE# CYC# APP TITLE

013- TRANSSHIPMENT
Filed on: Effective: 02JAN2012 Thru: Expire:

RULE TEXT

Cargo may be subject to transshipment at carrier's discretion with or without notice.

RULE# CYC# APP TITLE

014- CO-LOADING IN FOREIGN COMMERCE
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

- A. DEFINITION: For the purpose of this Rule "Co-Loading means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCC's for tendering to the ocean carrier under the name of one or more of the NVOCCs.
- B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCC's.
- C. When shipper's cargo is tendered for co-loading to other NVOCCs the tendering NVOCC shall be liable to the shipper to the full extent provided in its Bill of Lading (See Rule No. 8) and such Bill of Lading liability shall not be altered by co-loading.
- D. Shippers are responsible for payment of rates and charges only to the extent that such rates and charges are provided in the NRA or tariff.
- E. Carrier-to-Carrier Co-loading - Carrier engages in co-loading under agreement(s) with one or more other NVOCC's.
- F. Shipper-to-Carrier Co-loading - When carrier engages in co-loading on a shipper-to-carrier basis, carrier is responsible for the payment of all charges assessed by the NVOCC to which cargo was tendered. Shipper is responsible for freight and charges only to the extent that such are set forth in the NRA or tariff.

RULE# CYC# APP TITLE

015- OPEN RATES IN FOREIGN COMMERCE
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

016- HAZARDOUS CARGO
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

- A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, rate; except where a specific commodity rate is provided for in NRA or tariff.
- B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.
- C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, W1V, OAE, England as listed below:

- Class 1 - Explosives
- 2 - Gasses; Compressed, liquified or dissolved under pressure
 - 3 - Inflammable Liquids
 - 4 - Inflammable Solids
 - 5 - Oxidizing Substances and organic peroxide
 - 6 - Poison and infectious substance
 - 7 - Radioactive substance
 - 8 - Corrosives
 - 9 - Miscellaneous dangerous substance
 - 10 - Agent Thomas A. Phemister, Water Carrier
Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)
 - 11 - Agent Thomas A. Phemister's Bureau of
Explosives Tariff No. BOE-600, ICC No. B.O.E.
- 600, FMC F No. 2B

RULE# CYC# APP TITLE

017- GREEN SALTED HIDES IN FOREIGN COMMERCE

Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

018- RETURNED CARGO IN FOREIGN COMMERCE
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

019- SHIPPERS REQUESTS IN FOREIGN COMMERCE
Filed on: Effective: 02JAN2012 Thru: Expire:

RULE TEXT

Shipper request or complaints (including request for adjustment in rates, NRA or tariff interpretation), must be made in writing and addressed to the carrier as shown on the NRA, Title Page or Tariff Record.

RULE# CYC# APP TITLE

020- OVERCHARGE CLAIMS
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

A. Bill of Lading Commodity Description

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

B. Overcharges

For purpose of uniformity in handling claims for excess

measurements, refunds will only be made as follows:

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

In cases of claims by shipper of overcharge in weight certified invoice or weigher's certificate to be considered evidence of proper weight.

Written claims for adjustment will be acknowledged by the carrier within twenty days of receipt by written notice to the claimant of the NRA or tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984.

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.

RULE# CYC# APP TITLE

021- USE OF CARRIER EQUIPMENT
Filed on: Effective: 02JAN2012 Thru: Expire:

RULE TEXT

Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs) the VOCC, either directly or via the carrier, provisions as published by the VOCC in its FMC tariff will be for the account of the cargo. Alternatively the trucker may supply a chassis either owned by them, or under long-term lease or short-term lease, and such charges will be for the account of the cargo.

RULE# CYC# APP TITLE

022- AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE

Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE

RULE# CYC# APP TITLE

023- CARRIER TERMINAL RULES AND CHARGES
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

024- NVOCCS IN FOREIGN COMMERCE: BONDS AND AGENTS
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

A. Bonding of NVOCC

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

2. Bond No.: 50462

3. Issued By: Avalon Risk management, Inc.
General Agent For
Great American Alliance Insurance Company
PO Box 5425
Cincinnati, OH 45201-5425

B. Agent for Service

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

Not applicable - Carrier domiciled in the United States (See Title Page, NRA or Tariff Record)

ship cargo under a TVR shall notify the carrier in writing.

Enrollment must be in the name of the shipper or consignee making the application. Carrier shall notify shipper/consignee of the Enrollment Number assigned.

Once Shipper has accepted the TVR it shall remain in effect for the time specified, without amendment

5. Ports/Points - TVR apply only from/to specific ports/points shown in the individual TVR.
6. Except as specifically provided in the individual TVR, all rules, regulations, conditions and charges in this tariff are applicable to TVR's.
7. Cargo shall be rated as per the applicable TVR. If shipper/consignee fails to ship the required minimum then shipper/consignee shall pay the difference between the TVR minimum and the actual quantity shipped at the TVR rate (if two or more rates are provided, the lowest rate shall apply) or shipments shall be rerated at the tariff rate in effect at time of shipment, whichever produces the lowest total charge.
8. Shipments shall be counted toward only one (1) TVR.
9. Beyond its obligations as a common carrier, the carrier makes no commitment to any defined service level, such as assured space, transit time, port rotation or similar service feature.
10. Carrier shall maintain records sufficient to justify the application of TVR, including enrollment form and Bills of Lading for a minimum period of five (5) years after the expiration of the TVR.

RULE# CYC# APP TITLE

027- LOYALTY CONTRACTS IN FOREIGN COMMERCE
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

028- DEFINITIONS
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

CARGO, N.O.S. - means cargo (articles) not otherwise more specifically described in or provided for in the NRA or tariff. (amended 8/31/12). In absence of any other valid rate or NRA, the Cargo, N.O.S. rate shall be \$ 500 w/m or \$ 9,500.00 per full Container load on CY/CY basis.

CARRIER - means publishing carrier and/or inland U.S. Carriers.

CONSIGNOR, CONSIGNEE OR SHIPPER - include the authorized representatives or agents of such "consignor," "consignee," or "shipper."

CONTAINER FREIGHT STATION (CFS) - (Service Code S) -
a) At Origin - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.
b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.

CONTAINER LOAD - (CL) - Means all cargo tendered to carrier in shipper-loaded containers.

CONTAINER YARD - The term "Container Yard" (CY) (Service Code Y), means the location where carrier receives or delivers cargo in containers.

CONTROLLED TEMPERATURE - means the maintenance of a specific temperature or range of temperatures in carrier's trailers.

DRY CARGO - means cargo other than that requiring temperature control.

IN PACKAGES - shall include any shipping form other than "in bulk," "loose," "in glass or earthenware, not further packed in other containers" or "skids"

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

KNOCKED DOWN FLAT (KDF) - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 66 2/3 percent from its normal shipping cubage when set up or assembled.

LESS THAN CONTAINER LOAD (LTL) - means all cargo tendered to carrier not in shipper-loaded/stuffed containers.

LOADING OR UNLOADING - means the physical placing of cargo into or the physical removal of, cargo from containers.

- (A) - Increase
- (C) - Change resulting in neither nor decrease
- (E) - Expiration
- (I) - New or Initial Matter
- (P) - Extension of Service
- (R) - Reduction
- (S) - Special Case Number
- (T) - Terminal Rates, Charges, Tolls or Provisions over which carrier has no control.
- (W) - Withdrawal of erroneous data

EXPLANATION OF ABBREVIATIONS

Ad. Val. ----- Ad Valorem
A.I. or A/I--- All Inclusive
A.Q. ----- Any Quantity
B.F. ----- Board Food or Board Feet
B/L ----- Bill of Lading
BAF ----- Bunker Adjustment Factor
BM ----- Board Measurement
CAF ----- Currency Adjustment Factor
Cbm, CM or M3 - Cubic Meter
cc ----- Cubic Centimeter
Concl. ----- Concluded
Cont'd ----- Continued
CFS ----- Container Freight Station
Cft. or cft. -- Cubic Foot or Cubic Feet
cm. ----- Centimeter
Cntr(s)or Ctr(s)Container(s)
CU ----- Cubic
Cwt ----- 100 Pounds
CY ----- Container Yard
DDC ----- Destination Delivery Charge
EBS or EBC----- Emergency Bunker Surcharge (Charge)
Etc. ----- Et Cetera
exc. ----- Exceeding
F.A.K. ----- Freight All Kinds
F.A.S. ----- Free Alongside Ship
FCL ----- Full Container Load
FEU ----- Forty Foot Equivalent Unit
F.I. ----- Free In
F.I.O. ----- Free In and Out
F.I.O.S. ----- Free In, Out and Stowed
F.O. ----- Free Out
F.O.B. ----- Free On Board
F.M.C. ----- Federal Maritime Commission
Ft. ----- Feet or Foot
GOH ----- Garment On Hanger
Hdlg. Chgs. --- Handling Charges
I.D. ----- Inside Diameter
i.e. ----- That is
I&S ----- Iron or Steel
Incl. ----- Inclusive
K.D. or K/D ----- Knocked Down
K.D.F. ----- Knocked Down Flat
Kilos ----- Kilograms

K/T ----- Kilo Ton
 Lb. or Lbs. ----- Pound or Pounds
 LCL or LTL----- Less than Container Load
 LS ----- Lumpsum
 L/T ----- Long Ton (2240 lbs.)
 LT/40 ----- Long Ton (2240 lbs.) or 40 Cubic Feet
 M ----- 1 Cubic Meter
 Max. ----- Maximum
 MBF or MBM ----- 1,000 Feet Board Measure
 Min. ----- Minimum
 mm ----- Millimeter
 n/exc. ----- Not Exceeding
 N.O.S. ----- Not otherwise specified in NRA or Tariff
 No. or Nos. ----- Number or Numbers
 Pkg. or Pkgs. ----- Package or Packages
 PRC ----- People's Republic of China
 PRVI ----- Puerto Rico and U.S. Virgin Islands
 R/T ----- Revenue Ton
 SL&C ----- Shipper's Load and Count
 Sq. Ft. ----- Square Foot or Square Feet
 S/T ----- Short Ton (2000 lbs.)
 SU or S/U ----- Set Up
 TEU ----- Twenty Foot Equivalent Unit
 TLI ----- Tariff Line Item, same as TRI
 TRC ----- Terminal Receiving Charge
 TRI ----- Tariff Rate Item, same as TLI
 U.S.A. ----- United States of America
 USD ----- United States Dollars
 Viz. ----- Namely
 Vol. ----- Volume
 W ----- 1,000 kilos
 W/M ----- 1,000 kilos or 1 cubic meter
 WT ----- Weight

EXPLANATION OF CODES

Container Size -

20 - 20 ft.
 40S - 40 ft., 8'0"
 40 - 40 ft., 8'6"
 40H - 40 ft., 9'6" High Cube
 40HC- 40 ft., 9'6" High Cube
 45 - 45 ft., Any Height

CONTAINER TEMPERATURE CODES

AC - Artificial Atmosphere Controlled
 CLD - Chilled
 FRZ - Frozen
 HTD - Heated
 N/A - Not Applicable/Not Operating
 NOR - Not Operating Reefer
 RE - Refrigerated
 VEN - Ventilated

CONTAINER TYPE CODES

AC - Atmosphere Control
FB - Flat Bed
FR - Flat Rack
GC - Garment Hanger
GOH- Garment on Hanger
IN - Insulated
OT - Open Top
HT - Hard Top
PC - Dry
RE - Reefer

HAZARD CODES

HAZ - Hazardous
NHZ - Non-Hazardous
N/A - Not Applicable

RATE BASIS CODE

AV - Ad Valorem
EA - Each (as defined)
LS - Lumpsum
M - Measure
PC - Per Container
W - Weight
WM - Weight/Measure

SERVICE CODES

S - Container Freight Station (also CFS)
Y - Container Yard (also CY)
O - Port
D - Door

RULE# CYC# APP TITLE

030- ACCESS TO INFORMATION
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

This tariff is published on the Internet web site
of Mohawk Global Logistics viz: <http://www.mohawkglobal.com>

Interested parties should contact Mohawk Global for free access to this
information subject to sign-in registry.

Please refer to the tariff profile or title page for
additional contact information.

RULE# CYC# APP TITLE

031- SEASONAL DISCONTINUANCE
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

032- MILITARY CARGO TERMS
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

033- PROJECT RATES
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

034- TERMINAL TARIFFS
Filed on: 11JUN2008 Effective: 21JUN2008 Thru: Expire:

RULE TEXT

NOT APPLICABLE.

RULE# CYC# APP TITLE

200-A MOHAWK TARIFF INFORMATION
Filed on: 29DEC2011 Effective: 29DEC2011 Thru: Expire:

RULE TEXT

Details

Tariff Number: 013357-001 - (replaced by NSA effective July 1, 2012)

Tariff Title: Mohawk Global Logistics - FMC Tariff No. 001
Historical Records kept by
Amber Road
One Meadowlands Plaza
East Rutherford, NJ 07073
<http://www.amberroad.com>
Covering
Effective: 06Jun2006
Thru: None
Expires: None
Publish: 06Jun2006
Amendment Type: C
Original Issue: 20Apr1999
Weight Rating: 1,000KGS
Volume Rating: 1CBM
Tariff Type: FC - Foreign Commodity Tariff
Certification: All information contained in this tariff is
true and accurate and no unlawful alterations will be permitted.

Historical Organization Information

Number: 013357 (old number through 5/11/16)
Name: MOHAWK CUSTOMS & SHIPPING CORP.
DBA Name(s): MOHAWK GLOBAL LOGISTICS
Type: Non-Vessel Operating Common Carrier
Agreement #:
Hdq Country: USA
Home Office: 123 Air Cargo Road
N. Syracuse, NY 13212.

Phone: (315)455-3003
FAX: (315)455-3032
Email: rroche @ mohawkglobal.com

New Organizational Information: (as of 5/12/16)

Number: 026106
Name: MOHAWK Global Logistics CORP.
DBA Name(s): MOHAWK GLOBAL LOGISTICS
Type: Non-Vessel Operating Common Carrier
Agreement #:
Hdq Country: USA
Home Office: 123 Air Cargo Road
N. Syracuse, NY 13212.

Phone: (315)455-3003
FAX: (315)455-3032
Email: rroche @ mohawkglobal.com