

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

Carrier has furnished the FMC with proof of its financial responsibility in the manner and amount required by the Shipping Act part 515. See Section 24.

**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](http://www.mohawkglobal.com) contains the terms and conditions which are further applicable to the shipment.

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TARIFF SCOPE: BETWEEN USA AND WORLD

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RULE TEXT

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Rules, regulations and rates(if any) 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.

U.S. ATLANTIC BASE PORTS (ACBP)

- Baltimore, MD
- Boston, MA
- Charleston, SC
- Jacksonville, FL
- Miami, FL
- New York, NY
- Newark, NJ
- Norfolk VA
- Philadelphia, PA
- Port Everglades, FL
- Port Elizabeth, NJ
- Portland, ME

Savannah, GA  
Wilmington, NC

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

Houston, TX  
Lake Charles, LA  
New Orleans, LA  
Mobile, LA  
Tampa, FL

U.S. PACIFIC COAST BASE PORTS: (PCBP)

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

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. In no event shall any such transfer arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.

B. INTERMODAL SERVICE

Carrier will provide through intermodal service via all combinations of air, barge, motor and/or rail service.

Intermodal Rates will be shown as single-factor through-rates as specified in individual rate lines.

Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 Herein).

Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual rate line items of this tariff or NRA. Intermodal rates will apply from locations specified in rule 1-B.

01-A

WORLDWIDE PORTS AND POINTS

Effective: 30Sept2024

Thru:

Expire:

RULE TEXT

Except as otherwise provided, this tariff, or NRA, names rates applying between USA Ports and Points and World Ports and 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).

2. Southeast Asia (SEASIA): Rates apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam.

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.

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.

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.

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

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).

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, Greenland, 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, Kyrgyzstan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan).

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.

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.

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

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.

13. All Other Countries (OTHERS): Rates apply to/from ports and points in any other unnamed countries.

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

RULE#	CYC#	APP	TITLE		
01-B			INTERMODAL SERVICE		
Effective: 30Sept2024				Thru:	Expire:

RULE TEXT

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Intermodal through rates apply from and to points in the U.S. States listed below only as specified in individual NRAs or rate 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

02-A    APPLICATION OF RATES AND CHARGES  
Effective: 30Sept2024    Thru:    Expire:

RULE TEXT

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1. Rates published in NRAs or 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. (See Rule 002-H also).

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 NRAs or 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 Carrier deems necessary for 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 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 in the case of exports, 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 or NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
7. The rates shown in NRAs or 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 NRAs or 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." Further, any additional charges promulgated by ocean carriers or other 3<sup>rd</sup> 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 or NRA 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, for example:

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 or NRA rate for the commodity in question, for example: If the tariff or NRA 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 and/or to the shipper's/consignee's designated facilities.

15. SERVICE OPTIONS:

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

Door (D)

Door Service pertains to the carrier providing inland transportation from and/or 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 (CY)

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 (CFS)

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 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.

17. PASS-THROUGH CHARGES

Carrier may pass through charges (at cost) received from ocean common carriers for terminal services, canal tolls, additional charges, or other provisions which are not under the control of the ocean common carrier, where the entity making such change has done so without notifying the ocean carrier, and for which the NVOCC merely acts as a collection agent. The charges or categories of charges may include but are not limited to:

- A. General Rate Increase
- B. Alameda Corridor Increase
- C. Hazmat Misdeclaration
- D. Emergency Charges or Surcharges
- E. General Average Charges
- F. Congestion Fees
- G. Peak Season Charge
- H. Fuel (in addition to primary fuel charge)
- I. Terminal Services
- J. Canal Toll Increase
- K. Draft Restriction Fees
- L. War Zone Charges
- M. Vessel Escort Services
- N. Labor/Strike/Lockout Related Charges
- O. Force Majeure Charges
- P. Security related charges
- Q. Terminal Handling (origin or destination)
- R. Shipping Guarantee Fees
- S. Green Shipping Charges
- T. Emission Allowance Charges
- U. All Other Surcharges Not Included herein which are imposed from Time to Time by VOCCs when included in their Tariffs
- V. All Third-Party Surcharges Imposed on Vessel Operating Common Carriers From Time to Time Which are Passed on to Shippers.

18 UNFORESEEN SERVICE NEEDS or PASS-THROUGH Charges

There may be occasions where carrier is asked to provide service not otherwise contemplated during the quoting and booking process that can be accomplished by the ocean common carrier and/or be subject to their tariff fees. In such cases, carrier will cross-reference the ocean common carrier's tariff surcharge, assessorial charge or general rate increase and list as separate line items on the invoice without mark-up.

RULE#	CYC#	APP	TITLE
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002-B			ALAMEDA CORRIDOR CHARGE
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Effective: 30Sept2024

Thru:

Expire:

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RULE TEXT

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Effective January 1, 2016, the Alameda Corridor Charge may be assessed at announced levels if not otherwise included in the ocean freight rate.

Such charge may be applied for any containers (both import or export) moved via rail to or from Los Angeles and Long Beach.

RULE# CYC# APP TITLE

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002-C PACKING REQUIREMENTS

Effective: 30Sept2024

Thru:

Expire:

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RULE TEXT

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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 or 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

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002-D DIVERSION BY CARRIER

Effective: 30Sept2024

Thru:

Expire:

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RULE TEXT  
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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-E			MIXED COMMODITY RATES
Effective: 30Sept2024		Thru:	Expire:

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RULE TEXT  
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Commodity Items annotated as "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
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 002-F CONTAINER CAPACITY  
 Effective: 30Sept2024 Thru: Expire:

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 RULE TEXT  
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Where rules or rates reference 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 set by individual States of the U.S.A.

RULE# CYC# APP TITLE  
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002-G SHIPPER FURNISHED CONTAINERS  
 Effective: 30Sept2024 Thru: Expire:

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 RULE TEXT  
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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 NRA or 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 lease agreement of the container offered for shipment, and must bear *Convention for Safe Containers* (CSC) Plate.

RULE# CYC# APP TITLE

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002-H MEASUREMENT AND WEIGHT  
Effective: 30Sept2024 Thru: Expire:  
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RULE TEXT  
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NRA or 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 KILOGRAMS.

2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

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

In the case of multiple packages of like dimensions, the cube on one package to six decimals is to be

multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

#### 4. VERIFIED GROSS MASS REQUIREMENT

Effective from 1st July 2016, with the SOLAS (Safety of Life at Sea) amendment covering container weighing regulations, a packed container will no longer be allowed to be loaded on board vessels unless its Verified Gross Mass (VGM) has been provided by the shipper to the ocean carriers, and/or port terminal representatives prior to load list cut-off date.

The shipper is obliged to verify the gross mass of the containers carrying their cargo by either of two permissible weighing methods before these containers can be loaded on a vessel.

Method 1 - Requires weighing the container after it has been packed.

Method 2 - Requires weighing all the cargo and contents of the container and adding those weights to the container's tare weight as indicated on the door end of the container. (Method 2 will not be practical for shippers of bulk commodities like scrap, grain, etc.)

#### 5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

A. The carrier at loading port will assess freight on the shipments based on 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

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002-I OVERWEIGHT CONTAINERS  
Effective: 30Sept2024 Thru: Expire:  
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RULE TEXT  
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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 NRA or 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 however 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  
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002-J SHIPPER'S LOAD AND COUNT  
Effective: 30Sept2024 Thru: Expire:  
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RULE TEXT  
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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 clausued, and:



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

Carrier will not be directly or indirectly responsible for:

- 1) Damage resulting from improper loading or mixing of articles in containers, or shipper's use of unsuitable or inadequate protective and securing materials when loading 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 at their expense and the carrier shall not be responsible for such materials nor their return after use. The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying, blocking, or bracing of cargo within the container.

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RULE#    CYC#    APP    TITLE
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002-K           DIVERSION OF CARGO (BY SHIPPER OR CONSIGNEE)
Effective: 30Sept2024                Thru:                Expire:
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RULE TEXT
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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 at least 72 hours 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. The earlier 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 where diverted in accordance with NRAs or tariffs on file with the FMC.
6. Diversion charges and/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 \$250.00 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 a minimum of US\$250.00 per Bill of Lading, subject to a maximum

charge of US\$500.00 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 where diverted in accordance with NRAs or tariffs on file with the FMC.

RULE# CYC# APP TITLE

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002-L MIXED SHIPMENTS  
Effective: 30Sept2024 Thru: Expire:  
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RULE TEXT  
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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 NRAs or 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 NRAs or 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

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002-M

RESTRICTED ARTICLES

Effective: 30Sept2024

Thru:

Expire:

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RULE TEXT

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Unless otherwise specified in NRAs or 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 NRAs or 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 NRAs or 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 NRAs or 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

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002-N

FREIGHT ALL KINDS (FAK)

Effective: 30Sept2024

Thru:

Expire:

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RULE TEXT

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Unless otherwise provided herein, any item described as "Freight All Kinds" shall consist of a MINIMUM of one commodity item. Further restrictions to any item shall be addressed within NRA or tariff for Named Commodity.

RULE#    CYC#    APP    TITLE

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002-0                            ALTERNATE RATE / SERVICE LEVELS  
Effective: 30Sept2024                            Thru:                            Expire:

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RULE TEXT

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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 2 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 NRA or tariff line items.
3. Economy - Shipper/Consignee requests carrier provide economy service, in which case shipments will be delivered not be delivered not less than 2 days slower than if shipped by carrier's regular service. Rates applicable to economy service will be noted with "Economy Service" in the NRA or 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 NRA or tariff line item.

RULE#    CYC#    APP    TITLE

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002-P                            Y    BILL OF LADING FEE  
Effective: 30Sept2024    Thru:                            Expire:

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RULE TEXT

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Carrier may specify Bill of Lading Fee of USD\$95.00 for issuance of Carrier's House Bill of Lading.

RULE# CYC# APP TITLE

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03- RATE APPLICABILITY RULE  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT

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The NRA or tariff rates, rules and charges applicable to a given shipment must be those published and in effect when the cargo is received (gated in) 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

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04- HEAVY LIFT  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT

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NOT APPLICABLE.

RULE# CYC# APP TITLE

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05- EXTRA LENGTH  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT

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NOT APPLICABLE.

RULE# CYC# APP TITLE

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06- MINIMUM BILL OF LADING CHARGES  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT

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

Where no NRA or tariff charges exist for a specific commodity, then minimum charge shall be USD\$500.00 WM for LCL cargo or USD\$9500.00 per container for full container loads. (See also Rule 28)

RULE# CYC# APP TITLE

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07- PAYMENT OF FREIGHT CHARGES  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT

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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. Unless otherwise agreed in advance via formal credit agreement, 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

Unless otherwise agreed in advance via formal credit agreement, 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
Effective: 30Sept2024		Thru:	Expire:

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RULE TEXT

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A. CREDIT TERMS

The carrier may extend credit for a fixed period, generally 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 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.
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

List One (1) Bank Reference:

Name	Tel No.	Fax No.	Contract	Account No.
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_____	_____	_____	_____	_____
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The undersigned has provided the above information and agrees to remit payment within credit terms specified in the applicable NRA or 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

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08- BILL(S) OF LADING

Effective: 30Sept2024

Thru:

Expire:

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RULE TEXT

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Bill of Lading Terms and conditions:

### **Combined Transport Bill of Lading**

**Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only. These provisions constitute a contract between Merchant and Carrier and may be used by Carrier only with the consent of the National Customs Brokers and Forwarders Association of America, Inc.**

#### **(1) 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 or Carrier's agents.**

#### **(2) DEFINITIONS:**

- 21 "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.**
- 22 "Carrier" means Mohawk Global Logistics, on whose behalf this Bill of Lading has been signed.**
- 23 "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, including but not limited to agents, servants, independent contractors, non-vessel-operating common carriers and freight forwarders.**
- 24 "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.

- 25 "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.
- 26 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.
- 27 "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.
- 28 "Carriage" means the whole or any part of the operations and services whatsoever undertaken by the Carrier with respect to the Goods covered under this Bill of Lading;
- 29 "Place of Delivery" means the place where the Carrier has contracted to deliver the Goods when such place is other than the Port of Discharge.
- 210 "Place of Receipt" means any place where the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading.
- 211 "Port of Loading" means a port or place where the Goods are loaded onto the Vessel for Carriage.
- 212 "Port of Discharge" means a port or place where the Goods are discharged from the Vessel.
- 213 "Sub-Contractor" includes sea, water, rail, road, air or other transport operators or carriers, stevedores, terminal operators, warehousemen, and any independent contractors or agents employed by the Carrier in performance of the Carriage and any Subcontractor thereof.

**(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. Without notice to the Shipper, Carrier has liberty and discretion to consolidate the Goods with other cargo; transfer the Goods from one conveyance to another, including transshipment or carrying on a

vessel other than the Ship set forth on this Bill of Lading, or any other means of transport whatsoever; carry the Goods on or under deck; to choose or substitute the method, means, route, mode and procedure to accomplish the Carriage; and to comply with any orders or recommendations given by any government or authority or any Person or body purporting to act as or on behalf of such government or authority or having, under the terms of the insurance on any conveyance employed by the Carrier, the right to give orders to directions. 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. In no event shall Carrier be responsible for loss or damage to the Goods occurring before Carrier's receipt of goods or after the delivery of the goods to Merchant or its designee.

- 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:  
cannot be departed from by private contract to the detriment of Merchant, and 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.
- 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, 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.
- 6.9 Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country.
- 6.10 Merchant has duty to defend and indemnify Carrier against any and all claims by a third party or assignee of Merchant which imposes or attempts to impose upon Carrier any liability in connection with the Goods other than or in excess from that as provided herein, whether or not arising from negligence of Carrier, its Subcontractors, servants or agents.

**(7) COMPENSATION FOR LOSS AND DAMAGE:**

- 7.1 Unless Merchant declares a higher value as provided at Clause 7.6, Carrier' s liability is limited as follows: (a) for loss or damage occurring during any portion of the Carriage governed by COGSA by force of law, Carrier' s liability is limited to a maximum of \$500 per package of the portions of Goods adversely affected, or for Goods not shipped in packages, per customary freight unit; (b) for loss or damage occurring during any portion where COGSA is otherwise incorporated herein but is not applicable by force of law, to include periods of domestic water carriage and inland (surface) transportation, Carrier' s liability is limited to a maximum of the lesser of \$500 per Package or \$0.50 per pound of the portion of Goods adversely affected; (c) for error or omissions arising from non-carrier service ancillary to the Carriage, Carrier' s liability is limited to its independent negligence and to \$50 per shipment; (d) in the event of loss or damage subject to mandatory applicable law which invalidates Carrier' s otherwise applicable maximum contractual liability hereunder, Carrier' s liability is limited to the lowest amount permissible by and in accordance with such applicable law. 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.**
- 7.6 Merchant may avoid the liability limitations hereunder, or any other liability limitation imposed by applicable law, by unequivocally declaring the value of the Goods for liability purposes to Carrier in writing prior to Carriage and paying Carrier an ad valorem freight rate. Such Declared Value will only be binding upon Carrier if agreed to in writing by an authorized representative of Carrier and upon payment of the ad valorem freight rate. Carrier' s knowledge of the value of Goods and/or Merchant' s declarations of the value of the Goods to Carrier in regular course or for any other purpose, such as for Customs purposes, does not constitute a Declared Value of the Goods to Carrier for liability purposes.**

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

**8.1. 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 inaccuracy.**

**8.2 Merchant has the exclusive obligation to ensure, and hereby warrants, that the Goods and the Merchants, as defined above, are compliant with all relevant law and authorities, and are legally eligible for Carriage in all respects under all relevant governing laws and regulations. Merchant must further inform Carrier of any applicable licensing, reporting, or other regulatory requirement under all relevant laws and regulations prior to Carriage of the Goods.**

**(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:

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;

- 10.1. 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;
- 10.2. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and
- 10.3. 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
- 10.4. 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, 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 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.**
- 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 lien on any and all property (and documents relating thereto) of Merchant in its actual or constructive possession, custody or control or en route, which lien shall survive delivery, for all claims for charges, expenses or advances incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, or both, which lien shall survive delivery, 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 via 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. For the avoidance of doubt, the lien on the Goods survives delivery of the Goods.**

**(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 twenty-four [24] months.**

**(20) JURISDICTION:**

**The courts of United States 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 and its Sub-Contractors, servants and agents are not responsible by statute, contract or otherwise, Merchant shall contribute 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.

21.3 Merchant has a duty to defend, indemnify and hold harmless Carrier, its Sub-Contractors, servants or agents in respect of any claim (and any expense arising therefrom) of a General Average which may be made against Carrier and/or any of its Sub-Contractors, servants or agents. Merchant agrees to pay any and all sums or securities assessed by the General Average adjuster for payments on account.

21.4 Neither Carrier nor its Sub-Contractors, servants or agents are under any obligations to take any steps whatsoever to post security for General Average or to collect security for General Average contributions due from the Merchant. Notwithstanding the foregoing, Carrier is authorized at its discretion to act on behalf of the Goods in any salvage proceeding at the sole expense of Merchant, unless Merchant arranges for separate representation.

**(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) FORCE MAJEURE:**

Carrier shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Bill of Lading, resulting from circumstances beyond the control of either Carrier or its sub-contractors, servants or agents, including but not limited to:

(i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

**(24) 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 Carriers' tariffs may be obtained from Carrier or its agents or from Carriers' website, the address of which is set forth on the FMC's website at [www.fmc.gov](http://www.fmc.gov). In the case of inconsistency between this Bill of Lading and any applicable Tariff, this Bill of lading shall prevail. 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.

**(25) PERISHABLE CARGO:**

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

**(26) 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.

**(27) 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.**

**©Approved by the National Customs Brokers and Forwarders Association of America, Inc. September 2011 (Revised 12/05/2023) / Adopted by Carrier with effective date of 1/2/2024.**

Should there be any conflict between the Terms and Conditions of carrier's House Bill of Lading and this Rules Tariff, it is hereby concluded that the terms of the carrier's House Bill of Lading are paramount.

RULE#	CYC#	APP	TITLE
09-			FREIGHT FORWARDER COMPENSATION
Effective: 30Sept2024		Thru:	Expire:

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RULE TEXT  
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NOT APPLICABLE.

RULE#	CYC#	APP	TITLE
010-			SURCHARGES AND ARBITRARIES
Effective: 30Sept2024		Thru:	Expire:

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RULE TEXT  
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NOT APPLICABLE. See NRA or tariff filing.

RULE#	CYC#	APP	TITLE
11-			MINIMUM QUANTITY RATES
Effective: 30Sept2024			

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RULE TEXT

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 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  
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 12-                                    AD VALOREM RATES  
 Effective: 30Sept2024                                    Thru:                                    Expire:  
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 RULE TEXT  
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- 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  
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 13-                                    TRANSSHIPMENT  
 Effective: 30Sept2024                                    Thru:                                    Expire:  
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RULE TEXT  
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Cargo may be subject to transshipment at carrier's discretion with or without  
notice.  
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RULE#    CYC#    APP    TITLE  
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14-                                    CO-LOADING IN FOREIGN COMMERCE  
Effective: 30Sept2024                                    Thru:                                    Expire:  
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RULE TEXT  
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- 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. Carrier-to-Carrier co-loading applies only to Less Than Containerload (LCL) shipments.
- 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 carrier's NRA or tariff. Shipper-to-Carrier relationships may apply to both full containerloads and LCL cargo.
- G. When carrier tenders cargo to another NVOCC for co-loading, whether under a shipper-to-carrier or carrier-to-carrier relationship, carrier shall annotate each applicable bill of lading with the identity of any other NVOCC to which the shipment has been tendered for co-loading. Such annotation shall be shown on the face of the bill of lading in a clear and legible manner.

RULE# CYC# APP TITLE

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15- OPEN RATES IN FOREIGN COMMERCE  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT

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NOT APPLICABLE.

RULE# CYC# APP TITLE

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16- HAZARDOUS CARGO  
Effective: 30Sept2024 Thru: Expire:

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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

RULE#	CYC#	APP	TITLE
17-			GREEN SALTED HIDES IN FOREIGN COMMERCE
Effective:	30Sept2024		Thru:                      Expire:

RULE TEXT  
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NOT APPLICABLE.

RULE#	CYC#	APP	TITLE
18-			RETURNED CARGO IN FOREIGN COMMERCE
Effective:	30Sept2024		Thru:                      Expire:

RULE TEXT  
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NOT APPLICABLE.

RULE#	CYC#	APP	TITLE
19-			SHIPPER'S REQUESTS IN FOREIGN COMMERCE
Effective:	30Sept2024		Thru:                      Expire:

RULE TEXT  
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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
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20- OVERCHARGE CLAIMS  
Effective: 30Sept2024

Thru:

Expire:

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RULE TEXT  
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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 thirty 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  
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21- USE OF CARRIER EQUIPMENT  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT  
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Carrier may supply intermodal chassis from pool of chassis that are leased for specific inland operations. Chassis must be returned to the same pool location from which they were sourced within a reasonable amount of time to deliver cargo and return to pool, usually within several days. Such proprietary chassis, if not returned within 4 calendar days, will be subject to detention (per diem) fee of USD \$250.00 daily until returned, and such charges are for the account of the cargo.

When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs), the VOCC either directly or via the carrier, all 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 any charges that accrue for chassis usage will be for the account of the cargo.

RULE# CYC# APP TITLE  
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22- AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT  
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NOT APPLICABLE

RULE# CYC# APP TITLE  
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23- CARRIER TERMINAL RULES AND CHARGES  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT  
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Facility Fee: USD\$95.00 Per Loaded Container (inbound or outbound)  
USD\$65.00 Per Empty Container (inbound or outbound)

Schedule of Special Services (as required):  
Hourly Fee applies to services not otherwise listed: USD\$ 175.00/ hour  
Container Washout: USD\$ 250.00

Standard Commodity Preparation:	USD\$ 15.00
Commodity Preparation, additional handling:	USD\$ 15.00
Rack Bundle:	USD\$ 180.00
Switching Containers, per Container:	USD\$ 155.00
Rigging Fee, per container:	USD\$ 275.00
Storage per day or fractional part thereof:	USD\$ 50.00
Maintenance Repositioning:	USD\$ 75.00
Export Redelivery per container:	USD\$ 220.00

RULE#    CYC#    APP    TITLE

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 24-                                    NVOCCS IN FOREIGN COMMERCE: BONDS AND AGENTS  
 Effective: 30Sept2024 Thru:                                    Expire:

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 RULE TEXT

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 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 its 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  
                                   Southwest Marine and General Insurance Company  
                                   150 Northwest Point Blvd  
                                   Elk Grove Village, IL 60007

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)
2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
3. Service of administrative process, other than subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by

certified or registered mail, return receipt requested.

RULE# CYC# APP TITLE

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25- CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT

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If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has an NRA or tariff, and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR Part 520 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

RULE# CYC# APP TITLE

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26- TIME/VOLUME RATES IN FOREIGN COMMERCE  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT

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Time-Volume Rates (TVR) are subject to the following conditions:

1. Offering Period - TVR are offered for the period shown in the individual TVR.
2. Commodity - Commodity is as shown in the individual TVR.
3. Minimum Volume - The minimum volume is as shown in the individual TVR.
4. Enrollment - Shipper(s) and/or Consignee(s) desiring to 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 NRA or 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 NRA or 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

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27-                            LOYALTY CONTRACTS IN FOREIGN COMMERCE  
Effective: 30Sept2024 Thru:                            Expire:  
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RULE TEXT  
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NOT APPLICABLE.



RULE#    CYC#    APP    TITLE

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28-                                    DEFINITIONS

Effective: 30Sept2024 Thru:                                    Expire:

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RULE TEXT

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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. See "Publishing Carrier".

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

CONTAINER FREIGHT STATION (CFS) - (Service Code CFS) -  
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 - (FCL) - 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 (LCL) - means all cargo tendered to carrier not in shipper-loaded/stuffed containers.

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

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

MOTOR CARRIER - means U.S. Motor Carrier or Motor Carriers.

NESTED - means that three or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one third of its height.

NESTED SOLID - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-half inch.

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

PACKING - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.

PUBLISHING CARRIER - means Mohawk Customs and Shipping Corp. dba Mohawk Global Logistics, a Non-Vessel Operating Common Carrier registered with the Federal Maritime Commission under Organization Number 013357, and License No. 003952NF.

RAIL CARRIER - means U.S. and/or Canadian and/or Mexican railroad operator.

SHIPMENT - means a quantity of goods, tendered by one consignor on one bill of lading at one origin at one time in one or more containers for one consignee at one destination.

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

UNPACKING - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

RULE# CYC# APP TITLE

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29- SYMBOLS

Effective: 30Sept2024

Thru:

Expire:

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RULE TEXT

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EXPLANATION OF SYMBOLS

- (A) - Increase
- (C) - Change resulting in neither increase 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	Thru:	Expire:
30-			ACCESS TO INFORMATION		
Effective: 30Sept2024					

RULE TEXT

This tariff is published on the Internet website 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	Thru:	Expire:
031-			SEASONAL DISCONTINUANCE		
Effective: 30Sept2024					

RULE TEXT

NOT APPLICABLE.

TITLE

RULE#	CYC#	APP	TITLE	Thru:	Expire:
032-			MILITARY CARGO TERMS		
Effective: 30Sept2024					

RULE TEXT

NOT APPLICABLE.

RULE#	CYC#	APP	TITLE	Thru:	Expire:
033-			PROJECT RATES		
Effective: 30Sept2024					

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RULE TEXT  
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NOT APPLICABLE.

RULE#	CYC#	APP	TITLE		
034-			TERMINAL TARIFFS		
			Effective: 30Sept2024	Thru:	Expire:

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RULE TEXT  
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NOT APPLICABLE.

RULE# CYC# APP TITLE

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200-A MOHAWK TARIFF INFORMATION  
Effective: 30Sept2024 Thru: Expire:

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RULE TEXT

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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 #:  
HQ Country: USA  
Home Office: 123 Air Cargo Road  
N. Syracuse, NY 13212.

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



Tariff 5/20/2016 - 1/1/2024: [https://mohawkglobal.com/wp-content/uploads/2024/09/mgl\\_rules\\_tariff-2.pdf](https://mohawkglobal.com/wp-content/uploads/2024/09/mgl_rules_tariff-2.pdf)

Tariff 1/2/2024 - 9/29/2024: [https://mohawkglobal.com/wp-content/uploads/2024/01/mgl\\_rules\\_tariff-1.pdf](https://mohawkglobal.com/wp-content/uploads/2024/01/mgl_rules_tariff-1.pdf)