STRAIGHT FORWARDING, INC. TARIFF NO. 023862-001

ORIGINAL TITLE PAGE

FMC Org. No.: 023862

Non-Vessel Operating Common Carrier

Effective Date: 1JAN2018
Published Date: 1JAN2018

Expiration Date: NONE

Controlled Carrier Status: NONE

TITLE PAGE

TARIFF NO. 023862-001
NRA Governing Rules Tariff
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAKBULK
BETWEEN
U.S. PORTS AND POINTS
(AS SPECIFIED IN RULE 1)
AND
WORLD PORTS AND POINTS
(AS SPECIFIED IN RULE 1-A)

(AB 51 DCH IED II (ROLL 1-11)

Straight Forwarding, Inc. is an NVOCC licensed by the Federal Maritime Commission, FMC License No. 023862 and operating under FMC Organization No. 023862.

NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs").

NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

Carrier may issue written quotations, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's must respond in writing by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA.

All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

PUBLISHED BY:

STRAIGHT FORWARDING, INC.

Publishing Officer: Ryan Lee Email: ryan@straightforwardinginc.com

Tel: 909-594-3400 FAX: 909-594-1400 www.straightforwardinginc.com TARIFF DETAILS

Tariff Number: **023862**

TARIFF TITLE: NRA GOVERNING RULES TARIFF

EFFECTIVE: 1JAN2018 1JAN2018
THRU: None
EXPIRES: None
PUBLISH: 1JAN2018

AMENDMENT TYPE: O

ORIGINAL ISSUE: 1JAN2018
WEIGHT RATING: 000KGS
VOLUME RATING: 1CBM

TARIFF TYPE: GOVERNING NRA RULES TARIFF

CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL

ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

Number: **023862**

NAME: Straight Forwarding, Inc.

TRADE NAME: NA

TYPE: NON-VESSEL OPERATING COMMON CARRIER

HDQ. COUNTRY: USA HOME OFFICE: USA

PHONE: 909-594-3400 FAX: 909-594-1400

Email: ryan@straightforwardinginc.com

FMC ORG. NO. 023862: STRAIGHT FORWARDING, INC

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO.: 0
Table of Contents

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Trade Names utilized by Carrier

Rule 1 – Scope
Rule 1-A – Scope

Rule 1-B – Intermodal Service
Rule 2 – Notice to Tariff Users

Rule 2A – Application of NRAs and Charges

Rule 2-010 – Packing Requirements
Rule 2-020 – Diversion by Carrier
Rule 2-030 – Mixed Commodities
Rule 2-040 – Container Capacity

Rule 2-040 – Container Capacity
Rule 2-050 – Shipper Furnished Container
Rule 2-060 – Measurement and Weight
Rule 2-070 – Overweight Containers
Rule 2-080 – Shipper's Load & Count

Rule 2-090 – Diversion by Shipper or Consignee

Rule 2-100 – Security Fees
Rule 2-110 – Restricted Articles
Rule 2-120 – Freight All Kinds

Rule 2-130 - Alternate Rate Service Levels; Economy,

Regular, Premium

Rule 2-140 – AES USA Export Shipments

Rule 2-150 – Documentation Fee Rule 2-160 – AMS Charges

Rule 2-170 – Submission Cargo Declaration Data

Rule 2-180 – U.S. Customs Related Charges

Rule 2-190 – Lien Notice Rule 2-200 – Cargo Roll-Over

Rule 2-210 – Free Time Detention/Demurrage/Storage

Rule 3 – Rate applicability
Rule 4 – Heavy Lift
Rule 5 – Extra Length

Rule 6 – Minimum Bill of Lading

Rule 7 – Payment of Freight Charges

Rule 8 – Bill of Lading

Rule 9 – Freight Forwarder Compensation

Rule 10 – Surcharges & Arbitraries Rule 11 – Minimum Quantity Rate

Rule 12 – Ad Valorem Rule 13 – Transshipment

Rule 14 – Co-Loading
Rule 15 – Open Rates
Rule 16 – Hazardous Cargo

Rule 17 – Free Time & Demurrage

Rule 18 – Returned Cargo

Rule 19 – Shippers Request or Complaints

Rule 20 – Overcharge Claims
Rule 21 – Use of Carrier Equipment

Rule 22 – Automobiles
Rule 23 – Carrier Terminal Rules and Charges

Rule 23-01 – Destination Terminal Handling Charge

Rule 24 – NVOCC Bond and Process Agent Rule 25 – Certification of Shippers Status

Rule 26 – Container Weight Regulations (SOLAS)

Rule 27 – Loyalty Contracts
Rule 28 – Definitions

Rule 29 – Abbreviations, Codes & Symbols Rule 30 – Access to Tariff Information Rules 31-200 – Reserved for Future Use

Rule 201 – NVOCC Service Arrangements (NSA)

Essential Terms

STRAIGHT FORWARDING, INC FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001- Between (US and World) AMENDMENT NO. 0

Rule 1: Scope

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018

Rules and regulations published herein apply between United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points and Worldwide Ports and Points as specified in Rule 1.A of this tariff:

U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD

Boston, MA

Chester, PA

Charleston, SC

Jacksonville, FL

Miami, FL

New York, NY

Newark, NJ

Norfolk VA

Philadelphia, PA

Savannah, GA

Wilmington, NC

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

Houston, TX

Galveston, TX

New Orleans, LA

Tampa, FL

Mobile, AL

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

Port Hueneme, CA

Los Angeles, CA

Long Beach, CA

Oakland, CA

San Francisco, CA

Portland, OR

Seattle, WA

Tacoma, WA

GREAT LAKES BASE PORTS

Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

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

B. INTERMODAL SERVICE

Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service. Intermodal Rates will be shown as single-factor through rates as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 herein). Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual NRA of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC

NRA RULES TARIFF NO. 023862-001-Between (US and World) AMENDMENT NO. 0

Worldwide Ports and Points

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

GREENLAND

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

Ports and Points

Rule 1-A:

AFGHANISTAN CLIPPERTON LUXEMBOURG **GRENADA** ALBANIA **ISLAND GUADELOUPE** MACAU MADAGASCAR COCOS (KEELING) ALGERIA **GUAM ISLANDS** MALAWI **AMERICAN GUATEMALA GUERNSEY COLOMBIA** MALAYSIA SAMOA ANDORRA **COMOROS MALDIVES GUINEA** ANGOLA **CONGO GUINEA BISSAU** MALI ANGUILLA COOK ISLANDS **GUYANA MALTA** ANTARCTICA CORAL SEA **HAITI** MAN ISLE OF ANTIGUA AND **ISLANDS** HEARD ISLAND MARSHALL BARBUDA COSTA RICA AND MCDONALD **ISLANDS ARGENTINA CUBA ISLA MARTINIQUE ARUBA CYPRUS HONDURAS MAURITANIA** ASHMORE AND CZECHOSLOVAKI HONG KONG **MAURITIUS** CARTIER ISLANDS **HOWLAND** Α MAYOTTE **DENMARK ISLAND MEXICO** AUSTRALIA DJIBOUTI MIDWAY ISLANDS AUSTRIA HUNGARY BAHAMAS THE **DOMINICA ICELAND** MONACO **BAHRAIN DOMINICAN** INDIA MONGOLIA **BAKER ISLAND** REPUBLIC **INDONESIA MONTSERRAT** BANGLADESH **ECUADOR IRAN** MOROCCO **BARBADOS EGYPT** IRAO **MOZAMBIQUE** BASSAS DA INDIA **EL SALVADOR IRAQ SAUDI NAMIBIA** BELGIUM **EQUATORIAL** ARABIA NEUTRAL NAURU **BELIZE GUINEA ZONE** NAVASSA ISLAND **BENIN ETHIOPIA IRELAND NEPAL** BERMUDA EUROPA ISLAND ISRAEL **NETHERLANDS ITALY NETHERLANDS** BHUTAN **FALKLAND BOLIVIA** ISLANDS (ISLAS **IVORY COAST ANTILLES BOTSWANA** MALVIN NEW CALEDONIA **JAMAICA NEW ZEALAND BOUVET ISLAND** FAROE ISLANDS JAN MAYEN **FEDERATED** JAPAN **NICARAGUA** BRAZII. BRITISH VIRGIN STATES OF JARVIS ISLAND **NIGER ISLANDS** MICRONESIA **JERSEY NIGERIA BRUNEI** FIII JOHNSTON ATOLL NILLE **BULGARIA FINLAND JORDAN** NORFOLK ISLAND **BURKINA FRANCE** JUAN DE NOVA **NORTHERN BURMA** FRENCH GUIANA **ISLAND** MARIANA **BURUNDI FRENCH KENYA ISLANDS** KINGMAN REEF **NORWAY** CAMBODIA **POLYNESIA** CAMEROON **FRENCH** KIRIBATI **OMAN** SOUTHERN AND KOREA **PAKISTAN** CANADA CAPE VERDE ANTARCTIC DEMOCRATIC PALMYRA ATOLL GABON PEOPLES REP CAYMAN ISLANDS **PANAMA** CENTRAL **GAMBIA THE** KOREA REPUBLIC PAPUA NEW **AFRICAN GAZA STRIP** OF **GUINEA** REPUBLIC **GERMANY** KUWAIT **PARACEL LAOS ISLANDS** CHAD **GHANA** CHILE **GIBRALTAR LEBANON PARAGUAY CHINA GLORIOSO** LESOTHO **PERU CHRISTMAS ISLANDS** LIBERIA **PHILIPPINES ISLAND** GREECE LIBYA **PITCAIRN**

LIECHTENSTEIN

ISLANDS

POLAND SPAIN PORTUGAL SPRATLY ISLANDS PUERTO RICO SRI LANKA **OATAR** ST HELENA REUNION ST KITTS AND **ROMANIA NEVIS** RWANDA ST LUCIA ST PIERRE AND SAN MARINO SAO TOME AND MIQUELON ST VINCENT AND **PRINCIPE** THE GRENADINES SAUDI ARABIA SENEGAL **SUDAN SURINAME** SEYCHELLES SIERRA LEONE **SVALBARD** SINGAPORE **SWAZILAND SOLOMON SWEDEN**

ISLANDS SWITZERLAND SOMALIA SYRIA SOUTH AFRICA **TAIWAN**

SOUTH GEORGIA **TANZANIA** AND THE SOUTH UNITED REPUBLIC OF

RETURN TO TABLE OF CONTENT

THAILAND URUGUAY TOGO USA **TOKELAU VANUATU TONGA** VATICAN CITY TRINIDAD AND **VENEZUELA TOBAGO** VIETNAM TROMELIN VIRGIN ISLANDS **ISLAND** WAKE ISLAND **TRUST** WALLIS AND

TERRITORY OF **FUTUNA** THE PACIFIC WEST BANK **TUNISIA** WESTERN TURKEY SAHARA TURKS AND WESTERN SAMOA CAICOS ISLANDS YEMEN **TUVALU** YUGOSLAVIA

UGANDA **ZAIRE** UNION OF SOVIET ZAMBIA SOCIALIST REPU **ZIMBABWE** UNITED ARAB

EMIRATES

UNITED KINGDOM

Tariff Rule Information

STRAIGHT FORWARDING, INC. FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0 Intermodal Service

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018 Intermodal through rates applies between points in the U.S. and worldwide destinations.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862

STRAIGHT FORWARDING, INC. NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0 Rule 2: Notice to Tariff Users

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018

a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs").

- b. NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).
- c. Carrier's Rules are provided free of charge to Shipper and Consignee at http://www.johndoe.com containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- d. Carrier may issue written quotations, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's must respond in writing by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA.
- e. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation.)
- f. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo. RETURN TO TABLE OF CONTENT

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2A: Application of NRAs and Charges

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight.

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

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

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo.

NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs will be shown as single-factor through NRAs.

Unless otherwise agreed to, such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided.

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

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

- 3. Packages containing articles of more than one description shall be rated on the basis of the NRA provided for the highest rated articles contained therein.
- 4. NRAs do not include Marine Insurance or Consular fees.
- 5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.
- 6. Unless otherwise specified, when the NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
- 7. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
- 8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.

- 9. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, natural disasters, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."
- 10. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

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

11. TYPES OF SERVICE PROVIDED

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

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

CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.

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

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

12. SERVICE OPTIONS:

a. The following service types are available in this tariff.

Container Yard (Y)

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

Container Freight Station (S)

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

Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.

Ocean Port (O)

If applicable, Ocean Port rates may apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.

b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.

c. Carrier may also utilize the following terminology to describe its services:

IPI Service, from Asia to USA

The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

MLB Service (Mini Land Bridge), from Asia to USA

The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.

RIPI Service, from Asia to USA

The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

13. ADVANCED CHARGES

Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading, and provided they do not relate in any part to cargo cost and/or ocean freight thereon, but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0
Rule 2-010: Packing Requirements

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

- 1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless it is packed in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.
- 2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
- 3. Gross weight in pounds, and/or Kos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
- 4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2-020: Diversion By Carrier

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2-030: Mixed Commodity Rates

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

When mixed shipments contain commodities subject to different rates named in an NRA governed by this Tariff, the separate rate applicable for each commodity will be assessed, subject to the highest minimum quantity provided for any commodity in the shipment.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2-040: Container Capacity

Effective: 1JAN2018 Expire Date: NonePublished: 1JAN2018

Where rules or NRAs make reference to capacity of containers, the standard capacity

for purpose of freight rating shall be as indicated in each individual NRA.

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 02386217 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2-050: Shipper Furnished Containers

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2-060: Measurement And Weight

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

- 1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.
- 2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards. In the case of multiple packages of like dimensions, the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

4. OFFICIAL MEASURERS AND WEIGHERS

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

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

A. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing Carrier may arrange at the port/point of destination for the

verification of the description, measurement or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.

B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn re-weighting, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0
Rule 2-070: Overweight Containers

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World) AMENDMENT NO. 0

Rule 2-080: Shipper's Load And Count

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

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

Carrier will not be directly or indirectly responsible for:

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

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

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

STRAIGHT FORWARDING, INC FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

Effective: 1JAN2018 Published: 1JAN2018 **Expire Date: None**

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

A. Definition of Diversion:

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

B. Conditions:

- 1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot
- 2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
- 3. This rule will apply to full Bill of Lading quantities or full container loads only.
- 4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
- 5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
- 6. Diversion charges or administrative charge are payable by the party requesting the diversion. RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2-100: Security Fees

Effective: 1JAN2018 1JAN2018 **Expire Date: None** Published: 1JAN20181JAN2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862

STRAIGHT FORWARDING, INC. NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0 Restricted Articles

Rule 2-110: Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Except as otherwise provided, the following articles will not be accepted for transportation:

- 1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
- 2. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
- 3. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume novelty jewelry, except where otherwise specifically provided, postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue

stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.

- 4. Corpses or cremated remains.
- 5. Animals, birds, fish, livestock.
- 6. Eggs, viz: Hatching.
- 7. Poultry or pigeons live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
- 8. Silver articles or ware, sterling.
- 9. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
- 10. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions
- 11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
- 12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides. RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862

STRAIGHT FORWARDING, INC.
NRA RULES TARIFF NO. 023862-001-Between (US and World)
AMENDMENT NO. 0

Rule 2-120:

Freight All Kinds (FAK)

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862

STRAIGHT FORWARDING, INC.
NRA RULES TARIFF NO. 023862-001-Between (US and World)
AMENDMENT NO. 0

Rule 2-130:

Alternate Rate/Service Levels: Economy, Regular, Premium

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862

STRAIGHT FORWARDING, INC.
NRA RULES TARIFF NO. 023862-001-Between (US and World)
AMENDMENT NO. 0

ACE USA Export Shipments

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Commercial Environment (ACE) regulations. Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs via ACE, and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to insure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST insert the applicable commodity Schedule B number in the Line Copy of the B/L.

STRAIGHT FORWARDING, INC FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0 Rule 2-150: Documentation Fee

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Document fees are considered origin and destination local charges and shall be for the account of the cargo.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC. FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2-160: AMS Processing Fee

Expire Date: None Published: 1JAN2018 Effective: 1JAN2018

If applicable, all AMS filing fees for shipments will be provided in individual Negotiated Rate Arrangements NRA's. Except as otherwise specifically provided in individual NRAs, all Shipments are subject to the U.S. Manifest processing Fee specified below in addition to all other applicable charges named herein:

\$ 40.00 per B/L

If a correction and/or amendment is made to data that has already been filed with the U.S. Customs thru the AMS system, an applicable correction/amendment charge (in addition to all other applicable charges) will be assessed by the vessel carrier and the NVOCC carrier named in this Rules tariff.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862

STRAIGHT FORWARDING, INC. NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2-170: Submission of Cargo Declaration Data

Effective: 1JAN2018 Published: 1JAN2018 **Expire Date: None** A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.

Pursuant to Customs regulations effective December 2, 2002, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs Service at least 24 hours prior to the loading of the cargo on Carrier's vessel. Failure to comply with these requirements will result in cargo not being loaded.

- 1. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.
- 2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ('ACE').
- 3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.
- 4. Internationally recognized hazardous material code when such materials are being shipped.
- 5. Seal numbers for all seals affixed to the container.

B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.

Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:

1. Shippers who submit their shipping instructions in paper format will be required to submit their shipping instructions to Carrier no later than seventy-two (72) hours prior to vessel arrival at the foreign port of load. This applies to all U.S. destined cargo as well as cargo intended to be transshipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.

C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

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

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

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

- 1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
- 2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

E. INDEMNIFICATION OF CARRIER.

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

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

G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 for charges to apply.

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0
Rule 2-180: U.S. Customs Related Charges

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier.

NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo or merchant.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2-190: Lien Notice

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant (shipper, consignee, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, 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 a Factor or Lender) in its possession, custody or control or in route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice (counting from sending of the notice) by registered mail to the Merchant, the Goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sales.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0
Rule 2-200: Cargo Roll-Over Fee

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Carrier will require complete and accurate shipping instructions by the "Document Due by Date" mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the "Document Due by Date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 2-210: Free Time Detention / Demurrage / Storage

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

The term "Demurrage" indicates a daily charge assessed to the shipper/consignee for the use of space, the occupation of land at marine terminals and/or services provided at the carrier's load/discharge port, rail ramp or inland container yard (CY) facility when the cargo remains in or on carrier's containers, tanks or trailers and/or such facilities beyond the permitted free-time as stipulated per tariff or contract of the vessel operator or the marine terminal after the expiration of free time. The term "Detention" (includes Tank Demurrage) indicates a charge for the use of equipment. The term "Free time" indicates the grace period for which neither of these charges will be incurred. Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed or agreements, assessed

by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading is for the account of such shipper, consignee or holder of a relevant bill of lading ("holder"). The "Merchant" as defined by the carrier's bill of lading and shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to Carrier for the payment of all detention, demurrage or storage charges before, during and after the carriage of the cargo. RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0 Rate Applicability Rule

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC FMC ORG, NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 4: Heavy Lift and Empty Lifts

Effective: 1JAN2018 Published: 1JAN2018 **Expire Date: None**

All applicable chargers for heavy and empty lift shipments will be provided in individual Negotiated Rate Arrangements (NRAs) and shall be for the account of the cargo.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0 Rule 5: Extra Length

Effective: 1JAN2018 Published: 1JAN2018 **Expire Date: None**

Not Applicable.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Minimum Bill of Lading Charges

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018

Any applicable bill of lading charge shall be for the account of the cargo and may be included in the individual NRA, if

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862

STRAIGHT FORWARDING, INC. NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0 Payment of Freight Charges

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018

A. CURRENCY

Rule 7:

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

B. PAYMENT IN U.S. DOLLARS

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

C. METHODS OF PAYMENT

Payment for freight or charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft acceptable by carrier's bank for immediate credit without charges.

D. PREPAID FREIGHT

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

E. FREIGHT COLLECT

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

F. CURRENCY CONVERTABILITY:

1. Conversion Provisions:

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

G. FREIGHT CHARGES: Freight charges must be paid to the carrier before release of the cargo, unless prior arrangement to the contrary has been made with the carrier. In the event the Merchant, shipper, consignee or his agent refuses to pay freight and other charges, and merchandise remains undeliverable thereby, Merchant, Shipper and Consignee jointly and severally guarantee and remain liable for full payment of freight and other charges, together with any expense incurred while awaiting disposition of the cargo.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 8: Bill(s) of Lading Terms and Conditions

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

A copy of Carrier's bill of lading Terms and Conditions are provided herein:

DEFINITIONS

"Carriage" means the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods covered by this Bill of Lading. "Carrier" means STRAIGHT FORWARDING, INC. and its servants and agents. "Person" means any natural person, corporation, any other legal entity, or any unincorporated association. "Merchant" includes the consignor, shipper, exporter, seller, consignee, owner of the Goods, or the lawful holder or endorsee of this Bill of Lading, and any Person lawfully acting on behalf of any of the aforementioned Persons. "Goods" means the cargo that the Merchant has tendered for Carriage, whether carried on or under deck, and includes any Container not supplied by or on behalf of the Carrier. "Vessel" includes the vessel named on the front page of this Bill of Lading or any substitute for that vessel, and any feeder vessel, lighter, or barge used by or on behalf of the Carrier in connection with any part of the Carriage. "Sub- Contractor" includes, without limitation, owners and operators of vessels (other than the Carrier), stevedores, terminals, warehouses, container freight stations, road and rail transport operators, and any Person employed by the Carrier in the performance of the Carriage. The term "Sub-Contractor" shall include direct and indirect sub-contractors and their respective servants, agents, or sub-contractors. "Package" means each Container that is stuffed and sealed by or on behalf of the Merchant, and not the items packed in such Container if the number of such items is not indicated on the front page of this Bill of Lading, and not where the number of such items is indicated by the terms such as "Said to Contain" or similar expressions. "Container" includes, without limitation, any shipping container, open top, trailer, transportable tank, flat rack, platform, pallet, and any other equipment or device used for or in connection with the Carriage. "COGSA" means the Carriage of Goods by Sea Act of the United States of America, Apr. 16, 1936, ch. 229, 49 Stat. 1207, reprinted in note following 46 U.S.C. 30701. "Hague Rules" means the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, signed at Brussels, August 25, 1924. "Hague-Visby Rules" means the amendments by the Protocol Amending the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, adopted at Brussels, February 23, 1968. "SDR Protocol" means the amendments by the Protocol Amending the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, adopted at Brussels, December 21, 1979. "Charges" includes, without limitation, freight, all expenses, costs, detention, demurrage, general average, and any other money obligations incurred in the Carriage of the Goods and/or payable by the Merchant, and all collection costs for freight and other amounts due from the Merchant, including, without limitation, attorneys' fees and court costs. "Dangerous Goods" includes any Goods classified or described as dangerous in the International Maritime Organization's International Maritime Dangerous Goods Code or in the Carrier's applicable tariff, and any Goods that could present or could be likely to present any hazard to the transporting conveyance or to other cargo or property or to any Person.

2. CARRIER's TARIFF

The terms of the Carrier's applicable tariff are incorporated into this Bill of Lading as though fully set forth. The Carrier or its agents shall provide copies of said tariff upon request, or where applicable, from a government body with which the tariff is on file. In case of any inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.

3. AGREEMENT TO TERMS AND CONDITIONS

The Merchant or its agent, in tendering the Goods to the Carrier for Carriage, accepts this Bill of Lading and agrees to be bound by all of its terms and conditions, both on the front and reverse pages, whether written, typed, stamped, or printed, as fully as if signed by the

Merchant, any local custom or privilege to the contrary notwithstanding, and the Merchant agrees that all agreements or freight engagements for and in connection with the Carriage of Goods are superseded by this Bill of Lading. The defenses and limits of liability of this Bill of Lading shall apply in any action against the Carrier under any legal theory whatsoever, whether in contract, tort, bailment, indemnity, contribution, or otherwise.

4. SUB-CONTRACTING AND INDEMNITY

(A) The Carrier has the right at any time and on any terms whatsoever to sub-contract the whole or any part of the Carriage and any and all duties the Carrier has undertaken in respect of the Goods, and/or to substitute any other vessel or means of transport for the Vessel. (B) The Merchant undertakes that no allegation, claim, or legal action shall be made or brought against any Person other than the Carrier or any Vessel that performs or undertakes the Carriage, including, without limitation, any Sub-Contractor, which imposes or attempts to impose upon any such Person, or vessel owned or operated by such Person, any liability whatsoever, whether arising in contract, tort, bailment, or otherwise, in connection with the Goods or the Carriage. Should the Merchant nevertheless make any such claim or allegation, or bring a legal action, the Merchant undertakes and agrees to defend, indemnify, and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing, every such Person and vessel, including, without limitation, any Sub-Contractor, shall have the benefit of every exemption, defense, and limitation herein benefiting the Carrier, in contract, tort, bailment, indemnity, contribution, or otherwise, as if such provisions were expressly for every such Person's and vessel's benefit, and in entering into this contract of Carriage, the Carrier, to the extent of such exemptions, defenses, and limitations, does so not only on its own behalf, but also as agent or trustee for such Persons and vessels, and such Persons and vessels shall, to that extent, be or be deemed to be parties to this Bill of Lading contract of Carriage.

5. NOTICE OF CLAIM AND TIME-BAR

(A) Unless written notice of loss or damage and the general nature of such loss or damage is given in writing to the Carrier at the Port of Discharge or Place of Delivery, whichever is applicable to the Carriage, before or at the time of the removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Lading, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading. If the loss or damage is not apparent, the notice must be given within three days of the delivery. (B) In any event the Carrier and Sub-Contractors shall be discharged from all liability in respect of loss or damage unless suit is brought in the exclusive forum under clause 27 within nine months after the delivery of the Goods or the date on when the Goods should have been delivered; provided, however, if such time period shall be found to be contrary to any compulsorily applicable law, then the prescribed period under such law shall then apply, but only in that circumstance.

6. CLAUSE PARAMOUNT

(A) This Bill of Lading shall have effect subject to COGSA, unless it is adjudged that any other legislation of a nature similar to the Hague Rules, or the Hague-Visby Rules, and/or the SDR Protocol compulsorily applies to this Bill of Lading. Where the Hague Rules, Hague-Visby Rules, and/or the SDR Protocol (collectively, "Hague Rules Legislation") compulsorily applies, this Bill of Lading shall have effect subject to such Hague Rules Legislation. Notwithstanding anything else to the contrary in this Bill of Lading, on all Carriage to and/or from the United States of America, including its districts, territories, and possessions (collectively, the "U.S."), this Bill of Lading shall have effect subject to COGSA-the Carrier and Merchant expressly agree, under the section 13 of COGSA, that it shall apply to Carriage between ports of the U.S., in lieu of the Harter Act, 46 U.S.C. sections 30701-30707. (B) COGSA or the Hague Rules Legislation, whichever is applicable under clause 6(A), shall also apply and govern the Carriage before the Goods are loaded aboard the Vessel and after they are discharged therefrom, and throughout the entire time that the Goods are in the custody of the Carrier and/or its Sub-Contractors. (C) COGSA or the Hague Rules Legislation, whichever is applicable under clause 6(A), is hereby incorporated into this Bill of Lading. (D) Agency: Whenever the Carrier undertakes to accomplish any act, operation or service not initially agreed or mentioned on this Bill of Lading, the Carrier shall act as the Merchant's agent and shall be under no liability whatsoever for any loss or damage to the Goods or any direct, indirect, or consequential loss arising out or resulting from such act, operation, or service.

7. CARRIER'S RESPONSIBILITIES

(A) The responsibilities of the Carrier for the Goods cover the entire period during which the Carrier is in charge of the Goods, starting from the time the Carrier has taken over the Goods at the Place of Receipt or Port of Loading, as applicable, until the time of delivery thereof at the Port of Discharge or Place of Delivery, as applicable, to the Merchant or to any authority to which the Carrier is required to make delivery by local law or regulation, whichever occurs earlier. (B) Subject to clause 7(C), if it can be proven that loss or damage to the Goods has occurred during a particular segment of the Carriage, the liability of the Carrier, if any, and its right to limit its liability under this Bill of Lading shall be subject to any national law and/or international conventions that are compulsorily applicable to that segment of the Carriage. (C) Where the liability scheme for interstate motor transportation set forth in United States of America laws collectively known as the "Carmack Amendment" ("Carmack"), would otherwise apply to the Carriage of the Goods or any segment of such Carriage, the Merchant expressly agrees to a waiver of the Carmack liability scheme. For such motor transportation, the Merchant expressly agrees that this Bill of Lading, and particularly, this paragraph, satisfies the express written waiver required under 49 U.S.C. section 14101(b), of all of the Merchant's rights and remedies under Carmack, excluding the provisions governing registration, insurance, or safety fitness. (D) For any segment of the Carriage that may be non-exempt rail transportation under 49 U.S.C. Title 49, and therefore subject to that part of Carmack that governs rail transportation, the Merchant expressly agrees that this Bill of Lading is a contract for specified services under specified rates and conditions under 49 U.S.C. section 10709. For any segment of the Carriage that may be exempt rail transportation as part of a continuous intermodal movement, the Merchant expressly agrees that this Bill of Lading is a contract of exempt rail transportation under 49 U.S.C. section 10502. For such transportation, the Merchant understands and agrees that the Carrier has offered to the Merchant contractual terms for liability and claims that are consistent with the provisions of 49 U.S.C. section 11706 and that the Merchant has instead elected to ship the Goods under the alternative terms for liability and claims of this Bill of Lading, in exchange for the Carrier's regular/lower rates for Goods with a limited value. (E) Notwithstanding clauses 7(C) and (D), if a court were to hold that that Carmack nevertheless applies to any segment of the Carriage, then the following notice and time-forsuit periods shall apply: (i) Any cargo claims subject to Carmack must be filed within nine months after the delivery of the Goods, or in the case of export traffic, within nine months after delivery at the port of export, except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. The failure to file a claim within the aforementioned ninemonth period shall result in the claim's being time-barred and the Carrier's discharge from any liability, whether in contract, tort, or otherwise. The Carrier shall not pay any time-barred claims. A timely notice of claim is a condition precedent to the right to institute a timely lawsuit against the Carrier, as set forth below in sub-paragraph (ii). (ii) Any lawsuits for cargo claims subject to Carmack shall be filed against the Carrier no later than two years and one day from the day on which the Carrier has given written notice to the claimant that the Carrier has disallowed the claim or any part or parts of the claim specified in the timely notice of claim. Assuming a timely

notice of claim, the failure to file a timely lawsuit within the aforementioned two-year- and-one-day period shall result in the claim's being time-barred and the Carrier's discharge from any liability, whether in contract, tort, or otherwise. The Carrier shall not pay any time-barred claims.

8. LIMITATION OF LIABILITY, OPPORTUNITY TO AVOID LIMITATION OF LIABILITY

The Carrier has established and offered alternative rates of freight for the Carriage and the Merchant acknowledges that it has made an election between those alternative rates, between (1) the Carrier's regular/lower rates for Goods with limited value, and (2) ad valorem rates for goods not so limited, which rates are dependent on the value declared by the Merchant. Unless the Merchant declares the nature and value of the Goods prior to the Carriage, sets forth the same on the front page of this Bill of Lading, and pays the corresponding ad valorem rate, the Merchant knowingly and willingly elects to ship under the Carrier's regular/lower rates, the consequence of which shall be that the Carrier's liability to the Merchant shall be limited as follows: (A) Limitation for Carriage to and/or from the U.S.: The consequence of the Merchant's knowing and willing election to ship under the Carrier's lower/regular rates is that neither the Carrier nor any Sub-Contractors, and/or any vessel that transports the Goods shall in any event be or become liable for any loss or damage to or in connection with the Carriage in an amount exceeding U.S.\$500 per package lawful money of the U.S., or in case of Goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency. (B) Limitation for Carriage Under Hague Rules Legislation: The consequence of the Merchant's knowing and willing election to ship under the Carrier's lower/regular rates is that neither the Carrier nor any Sub-Contractors, and/or any vessel that transports the Goods shall in any event be or become liable for any loss or damage to or in connection with the Carriage in an amount exceeding the applicable package or unit limitation. Under the Hague Rules, such limitation value is 100 pounds sterling current value, and under the Hague-Visby Rules and SDR Protocol, the limitation is 666.67 Special Drawing Rights ("SDRs") per package or 2 SDRs per kilogram, whichever amount is greater. (C) Limitation for Other Trades or Where Carmack Applies Notwithstanding Clauses 7(C) or 7(D): In trades where neither COGSA nor the Hague Rules Legislation applies compulsorily, or where COGSA does not apply under the terms of this Bill of Lading, or if a court were to hold that Carmack applies notwithstanding the waiver in clause 7(C) or the language of clause 7(D), the consequence of the Merchant's knowing and willing election to ship under the Carrier's lower/regular rates is that neither the Carrier nor any Sub-Contractors, and/or any vessel that transports the Goods shall in any event be or become liable for any loss or damage to or in connection with the Carriage in an amount exceeding U.S.\$1 per kilogram of the gross weight of the Goods that have sustained loss or damage.

9. METHODS AND ROUTES OF CARRIAGE

The Carrier may at any time and without notice to the Merchant: (A) Use any means of transport or storage whatsoever; (B) Transfer the Goods from one conveyance to another, including transshipment to a vessel other than the Vessel set forth on the front page of this Bill of Lading, or any other means of transport whatsoever; or (C) Sail with or without pilots, proceed at any speed and by any route in the Carrier's sole discretion-irrespective of whether such route is the nearest, most direct, customary, or advertised route, proceed to, return to, and stay at any port or place whatsoever in any order, in or out of the route, or in a contrary direction to or beyond the Port of Discharge, once or more in order to, without limitation, bunker or load or discharge cargo, undergo repairs, adjust equipment, drydock, make trial trips, tow, or be towed. The Merchant agrees that anything done or not done in accordance with the above sub-paragraphs or any delay arising therefrom shall be within the scope of the Carriage and not a deviation.

10. FORCE MAJEURE

Without prejudice to any of the Carrier's rights or privileges under this Bill of Lading or under applicable law, the Carrier shall not be responsible for any loss, damage, or delay that arises out of or is in any way related to, directly or indirectly, any event beyond the reasonable control of the Carrier, including, without limitation, war, hostilities, warlike operations, terrorism, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commerce that arise out of or are in any way related to the above conditions and affecting the Carrier's operations or the Carriage in any way, in which case the Carrier shall have the right to cancel any outstanding booking or the Carriage. The Carrier, at its sole discretion, without prior notice to the Merchant and irrespective of whether the Carriage has begun, may treat the performance of the Carriage as terminated and place the Goods at the Merchant's disposal at any place or port that the Carrier, at its sole discretion, deems to be safe and convenient, whereupon the Carrier's responsibility for such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and Charges on such Goods, and the Merchant shall pay any additional costs of transportation, delivery, and/or storage at such place or port.

11. NOTIFICATION AND DELIVERY

- (A) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of the Carrier, and failure to give such notification shall not give rise to any liability on the part of the Carrier or relieve the Merchant of any obligation thereunder.
- (B) The Merchant shall take delivery of the Goods within the time set forth in the Carrier's applicable tariff or as the Carrier requires. If the Merchant fails to do so, or whenever in the Carrier's sole discretion the Goods are likely to deteriorate, decay, become worthless, lose value, or incur charges in excess of their value, whether for storage or otherwise, the Carrier may, in its sole discretion, without prejudice to any rights the Carrier may have against the Merchant, and without notice and without any responsibility whatsoever attaching to the Carrier, un-stuff, sell, destroy, or dispose of the Goods at the Merchant's sole risk and expense. Any of the foregoing shall constitute delivery to the Merchant under this Bill of Lading, whereupon the Carrier's responsibility for the Goods shall cease. (C) The Merchant's refusal to take delivery of the Goods notwithstanding its having received notice of their availability shall constitute an irrevocable waiver of any and all claims arising out of or relating to the Goods or the Carriage. The Merchant shall be liable to the Carrier for any losses, damages, expenses, and liabilities it incurs arising out of such a refusal, including, without limitation, the return of the Goods to their place of origin. (D) The Merchant understands and agrees to the provisions on free storage time and demurrage in the Carrier's applicable tariff, which is incorporated herein by reference.

12. FREIGHT AND CHARGES

(A) All freight shall be deemed fully, finally, and unconditionally earned on the Carrier's receipt of the Goods and shall be paid and non-returnable in any event. (B) All freight and Charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods. (C) Payment of freight and Charges to any Person other than the Carrier or its authorized agent, shall not be considered payment to the Carrier and shall be made at the Merchant's sole risk. (D) The Merchant shall, where applicable, be jointly and severally liable to the Carrier for payment of all freight, demurrage, detention, general average, and Charges including, without limitation, court costs, interest, expenses, and attorneys' fees the Carrier incurs in collecting any sums due, failing which shall be considered a default by the Merchant in the payment of freight and Charges.

13. LIEN

(A) The Carrier shall have a general and continuing lien on the Goods as well as on any other property of the Merchant coming into the Carrier's actual or constructive possession or control for monies owed to the Carrier with regard to the shipment on which the lien is claimed, a prior shipment(s), and/or any other prior obligation, including, without limitation, freight, dead freight demurrage, detention, any Charges, and for any expenses the Carrier incurs for repacking, remarking, fumigation, or required disposal of faulty Goods, for fines, dues, tolls, or commissions the Carrier has paid or advanced on behalf of the Goods, for any sums, including, without limitation, for legal expenses the Carrier has incurred because of any attachment or other legal proceedings brought against the Goods by governmental authorities or any person claiming an interest in the Goods. The failure to pay any Charges may result in a lien on a future shipment(s), including the cost of storage and appropriate security for the subsequent shipment(s) that the Carrier may hold under this section. In any event, the Carrier's lien shall survive discharge or delivery of the Goods. (b) The Carrier shall provide written notice to the Merchant of the Carrier's intent to exercise its lien rights, which notice shall set forth the exact amount of monies due and owing. The Merchant shall notify all parties that it knows to have an interest in the shipment(s) of the Carrier's rights and/or the exercise of such lien rights. (c) Unless, within thirty days of receiving notice of lien, the Merchant posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110 per cent of the value of the total amount due, in favor of Carrier, guaranteeing payment of all monies due and owing, plus all ongoing and accruing charges, such as storage, the Carrier shall have the right to enforce its lien by public or private sale of the Goods or any other property of the Merchant, in bulk or in packages, at any time or place and on any terms that are commercially reasonable, after which the Carrier shall refund to the Merchant any net proceeds remaining after such sale.

14. DESCRIPTION OF GOODS AND NOTIFICATION

(A) The Merchant's description of the Goods stuffed in a sealed Container by the Merchant or on its behalf shall not be binding on the Carrier, and the description declared by the Merchant on the front page of this Bill of Lading is solely for the Merchant's own use. The Merchant understands that the Carrier has not verified the contents, weight, or measurement of a sealed Container or Package, or the value, quantity, quality, description, condition, marks, or numbers of the contents thereof. The Carrier is under no responsibility whatsoever in respect of such description of particulars. (B) The Carrier shall not in any circumstances whatsoever be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, nor for misdelivery due to marks or countermarks or numbers, or for failure to notify the consignee of the arrival of the Goods, notwithstanding any custom of the Port of Discharge or Place of Delivery, as applicable, to the contrary.

DANGEROUS GOODS

(A) At the time of shipment of Dangerous Goods, the Merchant shall in compliance with the regulations governing the transportation of such goods, have the same properly packed, distinctly marked, and labeled, and notify the Carrier in writing of their proper description, nature, and the necessary precautions. (B) Goods that are Dangerous Goods or are otherwise of an inflammable, explosive or dangerous nature to the shipment whereof the Carrier, master or agent of the Carrier, has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place and destroyed or rendered innocuous by the Carrier without compensation, and the Merchant of such goods shall be liable for all damages and expenses directly or indirectly arising out of such shipment. (C) The Merchant shall indemnify and hold harmless the Carrier against any and all loss, damage, liability, and expense, including, without limitation, attorneys' fees that the Carrier has incurred, arising out of or in any way connected with or caused by, in whole or in part, omission of full disclosure required by this clause or by applicable treaties, conventions, laws, codes, or regulations.

PERISHABLE CARGO

(A) Goods of a perishable nature shall be carried in ordinary Containers without special protection, services, or other measures unless there is noted on the front page of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated, or otherwise specially-equipped Container, or that the Goods are to receive special attention in any way. (B) The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods that require refrigeration does not mean that the Goods upon the Carrier's receipt of the same, were verified by the Carrier as being at the designated carrying temperature. (C) The Carrier shall in no event be held liable for damage to Goods due to condensation.

17. DECK CARGO. ANIMALS AND PLANTS

Goods, other than Goods stuffed in Containers, that are stated on the front page of this Bill of Lading as contracted to stowed "on deck" and are so carried, and all live animals, including, without limitation, fish and birds, or plants shipped hereunder, shall be carried solely at the risk of the Merchant, and the Carrier shall not be liable for any loss or damage of whatsoever nature arising during the Carriage, whether or not arising out of negligence on the part of the Carrier. The Merchant shall indemnify and hold harmless the Carrier against all or any extra costs the Carrier has incurred for any reason whatsoever in connection with the Carriage of such live animals or plants.

18. INSPECTION OF GOODS

The Carrier and/or any Sub-Contractor shall be entitled, but under no obligation, to open any Container or Package at any time and to inspect the Goods.

19. MERCHANT-STUFFED CONTAINERS

(A) If a Container has not been stuffed by or on behalf of the Carrier, the Carrier shall not be liable for the loss of or damage to the Goods, and the Merchant shall indemnify and hold harmless the Carrier against any and all loss, damage, liability, and expense, including, without limitation, attorneys' fees that the Carrier has incurred if such loss, damage, liability, or expense arises out of or is in any way connected with or is caused by, in whole or in part:

(1) The manner in which the Container was stuffed, filled, packed, and/or loaded, including, without limitation, due to the inclusion of wood packing materials; or (2) The unsuitability of the Goods for Carriage in the Container; or (3) The unsuitability or defective condition of the Container, provided that, if the Container had been supplied by or on behalf of the Carrier, that unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Container was stuffed, filled, packed, and/or loaded. (B) The Merchant shall inspect Containers before stuffing them and the use of a Container shall be prima facie evidence of its being suitable and without defect.

20. CARRIAGE AFFECTED BY THE CONDITION OF THE GOODS

If it appears at anytime that the Goods cannot safely or properly by carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Goods or the Container, the Carrier may without notice to the Merchant, but as its agent only, take any measure(s) and/or incur any additional expense to carry or to continue the Carriage, and/or sell or dispose of the Goods, and/or abandon the Carriage and/or store Goods ashore or afloat, under cover or in the open, at any place that the Carrier,

in its sole discretion, considers most appropriate, which abandonment, storage, sale, or disposal shall be deemed to constitute delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expenses it has so incurred.

21. MERCHANT'S RESPONSIBILITIES

(A) The parties within the definition of "Merchant" shall, where applicable, be jointly and severally liable to the Carrier for the fulfillment of all obligations undertaken by any of them under this Bill of Lading. (B) The Merchant warrants to the Carrier that the particulars relating to the Goods as set forth on the front page of this Bill of Lading have been checked by the Merchant on its receipt of this Bill of Lading. The Merchant further warrants that any particulars relating to the Goods furnished by or on behalf of the Merchant are adequate and correct for all purposes including, without limitation, for purposes of security filings or disclosures and all other government-required filings or disclosures. The Merchant also warrants that the Goods are lawful goods and are not contraband. (C) The Merchant shall indemnify and hold harmless the Carrier against any and all loss, damage, liability, and expense, including, without limitation, attorneys' fees that the Carrier has incurred, arising out of or in any way connected with or caused by, in whole or in part, any breach of the warranties in sub-paragraph (B) of this clause or from any other cause in connection with the Goods for which the Carrier is not responsible.

22. DELÂY, CONSEQUENTIAL LOSS, ETC.

- (A) The Carrier does not undertake that the Goods will be transported from the Place of Receipt or Port of Loading, as applicable, or will arrive at the Port of Discharge or Place of Delivery, as applicable, or will be transshipped on board any particular vessel or other conveyance at any particular date or time or to meet any particular market or in time for any particular use. The scheduled or advertised departure and arrival times are only expected times and may be advanced or delayed and the Carrier shall in no circumstances whatsoever be liable for direct, indirect, or consequential loss or damage caused by delay.
- (B) Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect consequential loss or damage arising from any other cause.

23. GENERAL AVERAGE AND SALVAGE

Any general average on a vessel operated by the Carrier shall be adjusted, stated, and settled according to the York-Antwerp Rules 1994, in a place and in a currency at the option of the Carrier. Any general average on a vessel not operated by the Carrier, whether a seagoing or inland waterways vessel, shall be adjusted, stated, and settled according to the requirements of the operator of that vessel. In either case, the Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, whether or not the Merchant had notice of the Carrier's lien at the time of delivery. The Carrier shall be under no obligation to take any steps whatsoever to collect security for general average contributions due to the Merchant.

NEW JASON CLAUSE

In the event of accident, danger, damage, or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which, the Carrier is not responsible by statute contract or otherwise, the Goods and the Merchant, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessels belonged to strangers. Such deposit as the Carrier or its agents may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods and the Merchant, jointly and severally, to the Carrier before delivery.

25. BOTH-TO-BLAME COLLISION

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect, or default of the Master, mariner, pilot, or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant shall indemnify the 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 the Merchant, paid or payable by the other or non-carrying vessel or her owners to the 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 vessel or Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects, are at fault in respect of a collision or contact.

26. VARIATION OF THE CONTRACT; PARTIAL INVALIDITY

No employee, servant, agent, or Sub-Contractor of the Carrier has the power to waive or vary any of the contract terms and conditions of this Bill of Lading unless the Carrier, in writing, has specifically authorized such a waiver or variation. If any provision of this Bill of Lading shall for any reason be held to be invalid or unenforceable by any court or regulatory body, then the remainder of this Bill of Lading shall be unaffected thereby, and remain in full force and effect.

27. LAW AND JURISDICTION

The Merchant agrees that all claims or disputes arising out of or in any way connected to this Bill of Lading or the Carriage shall be determined under the federal law of the United States of America and exclusively in the United States District Court for the Central District of California in Los Angeles, California, to the exclusion of all other courts, and the Merchant and Carrier each agree to irrevocably submit to the personal jurisdiction of such court, and thereby waive any jurisdictional, venue, or inconvenient forum objections to such court.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.
NRA RULES TARIFF NO. 023862-001-Between (US and World)
AMENDMENT NO. 0

Rule 9: Freight Forwarder Compensation

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Carrier may pay compensation as negotiated in the individual NRA on the applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, but excluding all other charges, except as provided below, subject to the following conditions and exceptions.

- A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.
- B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services:
- 1) The coordination of the movement of the cargo to shipside
- 2) The preparation and processing of the ocean Bill of Lading
- 3) The preparation and processing of dock receipts or delivery orders
- 4) The preparation and processing of consular documents or export declarations
- 5) The payment of the ocean freight charges on the cargo
- C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.
- D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.
- E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.
- F. No compensation shall be paid to anyone at port or ports of destination.
- G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRAs and charges applicable under this tariff, subject to the above conditions and exceptions.
- H. Freight Forwarder Compensation shall be as specified in each individual NRA, if any. RETURN TO TABLE OF CONTENT

FMC ORG. NO. 023862

STRAIGHT FORWARDING, INC.
NRA RULES TARIFF NO. 023862-001-Between (US and World)
AMENDMENT NO. 0

Rule 10:

Surcharges, Assessorial and Arbitraries

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.
NRA RULES TARIFF NO. 023862-001-Between (US and World)
AMENDMENT NO. 0

Rule 11: Minimum Quantity Rates

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Carrier may charge minimum quantity rates in each individual NRA.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0
Rule 12: Ad Valorem Rates

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

A. The liability of the Carrier as to the value of shipments at the NRAs herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form attached in rule 8.

- B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated NRAs applying to the commodities shipped 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 five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA.

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0
Rule 13: Transshipment

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Transshipments are allowed pursuant to the Carrier's bill of lading Terms and Conditions, Clause 4 referenced herein in

Rule 8.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 14: Co-Loading in Foreign Commerce

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Definition: Pursuant to 46 CFR §520.2, "Co-Loading" means the combining of cargo by two or more NVOCCs for tendering to an ocean common carrier under the name of one or more of the NVOCCs.

(1) The Carrier from time to time may tender cargo for co-loading.

- (2) The Carrier enters into carrier-to-carrier relationships for the co-loading of cargo with the following NVOCCs from time to time:
- (3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
- (4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.
- (5) In case of co-loading, under either a carrier-to-carrier or shipper-to-carrier relationship, Carrier shall notify shipper of such co-loading action and shall annotate each Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Such annotation shall be shown on the face of the applicable Bill of Lading issued by Carrier.
- (6) If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862: STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. O
Rule 15: Open Rates in Foreign Commerce

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Not Applicable.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 16: Hazardous Cargo

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

- 1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier;
- 2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities;
- ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
- 4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier CANNOT provide or

obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is NOT in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.

- 5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
- 6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:

Classes A and B Explosives

Radioactive Substances (IMCO Class No. 7)

- 7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation <u>MUST</u> be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
 - A. U.S. Coast Guard Regulations (46 CFR §§146-179);
 - B. U.S. Department of Transportation Regulations (49 CFR §§170-179);
 - C. the International Maritime Dangerous Goods Code (IMCO published by the Inter-Governmental Maritime Consultative Organization);
 - D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities:
 - E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt; F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named
- 8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:
 - A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials;
 - B. The hazardous class, IMCO Code Number and UN Number (if any);
 - C. The flash point or flash point range (when applicable);
 - D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required);
 - E. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.);
 - F. The number of pieces of each type of package;
 - G. The gross weight of each type of package or the individual gross weight of each package;
 - H. The Harmonized Code, SITC or BTN number of the commodity;
 - I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.
- 9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to insure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to insure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
- 10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
- 11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.
- 12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

STRAIGHT FORWARDING, INC FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0 Rule 17: Free Time and Demurrage

Effective: 1JAN2018 Published: 1JAN2018 **Expire Date: None**

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in ocean carrier's tariffs or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading will be for the account of the cargo without in any way affecting the liability of the carrier for the condition of cargo.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 18: Returned Cargo in Foreign Commerce

Published: 1JAN2018 Effective: 1JAN2018 **Expire Date: None**

Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government or for any other reason whatsoever.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC. FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 19: Shippers Requests in Foreign Commerce

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862

STRAIGHT FORWARDING, INC. NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 20: Overcharge Claims

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018

A. Bill of Lading Commodity Description

Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the NRA to be applied. The Bill of Lading description shall be subject to correction in the event of 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 or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. 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.

FMC ORG, NO. 023862

STRAIGHT FORWARDING, INC. NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0 Use of Carrier Equipment

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018

Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs) the VOCC, either directly or via the carrier, provisions and charges will be for the account of the cargo.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC. FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 22: Automobile Rates in Domestic Offshore Commerce

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018

Not Applicable.

Rule 21:

RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Carrier Terminal Rules and Charges

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

Carrier does not operate terminals at origin or destination. Except as otherwise provided in the individual NRA all shipments that are subject to origin, destination, terminal, local or foreign charges shall be for the account of the cargo. RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC. FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

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

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018

In destination countries where DTHC are required to be prepaid, Carrier shall require the same prior to shipment. RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC. FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

NVOCCs in Foreign Commerce: Bonds and Agents Rule 24:

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018

A. Bonding of NVOCC

- 1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.
- 2. Bond No. 8840017
- 3. Issued by: American Alternative Insurance Corporation

Agent for Service of Process

- 1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable; Carrier is domiciled in the U.S. (See Title Page and/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 hand subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

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

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR $\S\S$ 520 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862 STRAIGHT FORWARDING, INC.

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Container Weight Regulations (SOLAS)

Effective: 1JAN2018 Expire Date: None Published: 1JAN2018

- 1. Upon tender of cargo to Carrier Shipper shall provide to Carrier a Shipper Actual Gross Mass Weight Verification ("VGM") which meets the requirements of the International Maritime Organization (IMO) per its Guidelines relating to the Safety of Life at Sea Convention (SOLAS) for the export of containerized cargo.
- 2. If a Shipper does not provide a satisfactory VGM to Carrier prior to tendering the cargo to Carrier, Carrier has the right to refuse to accept such cargo until one is provided to Carrier or if Carrier does accept container(s) from Shipper it may lawfully opt to not deliver the container(s) to the ocean terminals for loading on a vessel until it does receive a satisfactory VGM
- 3. At Carrier's sole option, Carrier can arrange to obtain a VGM on Shipper's behalf provided that Carrier agrees to do so in writing and by Shipper providing an executed written authorization for Carrier to do so in a format acceptable to Carrier whereby Carrier agrees to act as an agent on Shipper's behalf solely for that purpose. Accepting that function shall not otherwise alter Carrier's relationship as an independent contractor as Carrier. In the event that Carrier agrees to provide this service Carrier shall charge Shipper a VGM fee as stated in each individual NRA.
- 4. VGM's provided by the Shipper to Carrier shall have been obtained from either Method 1 as described by SOLAS, which requires that the full container load was weighed after it was packed, and/or Method 2 which requires weighing all the cargo and contents of the container and adding the tare weight of the container as indicated on the door of the container.
- 5. Whether Method 1 or Method 2 is utilized by the Shipper, for the shipper's weight verification to be compliant with the SOLAS requirement, it must be "signed", meaning a specific person representing the shipper is named and identified as having verified the accuracy of the weight calculation on behalf of the shipper. Identification of the person signing requires that their full name, address, and phone number/e-mail address be provided.
- 6. Method 2 shall not be allowed by Carrier for scrap metal, un-bagged grain and other cargo in bulk "that "do not easily lend themselves to individual weighing of the items to be packed in the container"
- 7. Carrier will not accept estimates of weight, and the weighing equipment used must meet national certification and calibration requirements. Further, the party packing the container cannot use the weight somebody else has provided, except that individual, original sealed packages that have the accurate mass of the packages and cargo items (including any other material such as packing material and refrigerants inside the packages) are clearly and permanently marked on their surfaces.
- 8. If containers are delivered to the piers/terminals by the Carrier without a satisfactory VGM and the load port has appropriate weighing facilities, all charges, fees, and or penalties with respect to weighing subject container shall be for the account of the Shipper.
- 9. Carrier shall not be responsible for charges, fees, penalties or other claims for containers for which a verified weight was provided prior to loading in a preceding load port and which may be loaded in transshipment ports which may require another VGM whether or not the SOLAS Guidelines do not require such re-weighing.
- 10. Shippers who tender less-than-container load ("LCL"), whether beneficiary cargo owners, or non-vessel operating common carriers shall similarly provide VGMs for cargo tendered to Carrier loading facilities, and are subject to all weight regulations herein.
- 11. Shipper shall be responsible for all charges and fees from ocean carriers and/or terminals resulting from any VGMs provided by Shipper and/or third parties, or for any other reason whatsoever, including demurrage, detention, per diem, related to ocean carriers' and terminals' implementation of SOLAS.

FMC ORG. NO. 023862

STRAIGHT FORWARDING, INC. NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Loyalty Contracts in Foreign Commerce Rule 27:

Effective: 1JAN2018 Published: 1JAN2018 **Expire Date: None**

Not Applicable.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC FMC ORG. NO. 023862

NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0

Rule 28: Definitions

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018

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

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

CONTAINER FREIGHT STATION (CFS) - (Service Code S) -

a) At Origin - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.

b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.

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

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

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

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

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

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

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

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

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

MERCHANT- means any Person who at any time, in relation to the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, 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 a Factor or Lender.

MIXED SHIPMENT - means a shipment consisting of articles described in and rated under two or more NRAs.

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

NVOCC SERVICE ARRANGEMENT (NSA) means a written contract, other than a bill of lading or receipt, between one or more NSA shippers and an individual NVOCC or two or more affiliated NVOCCs, in which the NSA shipper makes a commitment to provide a certain minimum quantity or portion of its cargo or freight revenue over a fixed time period, and the NVOCC commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.

NSA SHIPPER - means a cargo owner, the person for whose account the ocean transportation is provided, the person to whom delivery is to be made, a shippers' association, or an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C. 40102(16)), that accepts responsibility for payment of all applicable charges under the

NEGOTIATED RATE ARRANGEMENT (NRA) - means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

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

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

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

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

PUBLISHING CARRIER - means STRAIGHT FORWARDING, INC., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC License No. 023862.

RAIL CARRIER - means U.S. rail carrier or rail carriers.

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

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862	STRAIGHT FORWARDING, INC. NRA RULES TARIFF NO. 023862-001-Between (US and World) AMENDMENT NO. 0				
Rule 29:	Abbreviations, Codes & Symbols				
Effective: 1JAN2018	Expire Date: None	Published: 1JAN2018			
EXPLANATION OF A		Tubilbileat Tutil (2010			
Ad Val	Ad Valorem	HAZ	Hazardous		
AI	All Inclusive	I	New or Initial Tariff Matter		
BF	Board Foot or Board Feet	K/D	Knocked Down		
B/L	Bill of Lading	KDF	Knocked Down Flat		
BAF	Bunker Adjustment Factor	Kilos	Kilograms		
BM	Board Measurement	K/T	Kilo Ton		
C	Change in tariff Item	LCL or LTL	Less than Container Load		
CAF	Currency Adjustment Factor	LS	Lumpsum		
CBM, CM or M3	Cubic Meter	L/T	Long Ton (2240 Lbs)		
CC	Cubic Centimeter	M	Measure		
CFS	Container Freight Station	Max	Maximum		
CFT	Cubic Foot or Cubic Feet	MBF or MBM	1,000 Feet Board Measure		
CLD	Chilled	Min	Minimum		
CM	Centimeter	MM	Millimeter		
CU	Cubic	MQC	Minimum Quantity		
CWT	Cubic Weight	Commitment	Transmust Quantity		
CY	Container Yard	N/A	Not Applicable		
D	Door	NRA	Negotiated Rate Arrangements		
DDC	Destination Delivery Charge	NSA	NVOCC Service Arrangements		
E	Expiration	NHZ	Non-Hazardous		
ET	Essential Terms	NOS	Not otherwise specified		
Etc	Et Cetera	OT	Open Top		
FAK	Freight All Kinds	P	Pier		
FAS	Free Alongside Ship	Pkg	Package or Packages		
FB	Flat Bed	PRC	People's Republic of China		
FCL	Full Container Load	PRVI	Puerto Rico and U.S. Virgin		
FEU	Forty Foot Equivalent Unit	Islands	ruento rueo una c.s. virgin		
FI	Free In	R	Reduction		
FIO	Free In and Out	RE	Reefer / Refrigerated		
FIOS	Free In, Out and Stowed	R/T	Revenue Ton		
FO	Free Out	RY	Rail Yard		
FOB	Free On Board	SL&C	Shipper's Load and Count		
FMC	Federal Maritime Commission	Sq. Ft	Square Foot or Square Feet		
FR	Flat Rack	S/T	Short Ton (2000 lbs.)		
Ft	Feet or Foot	SU or S/U	Set Up		
GOH	Garment on Hanger	TEU	Twenty Foot Equivalent Unit		
Н	House	THC	Terminal Handling Charge		
			. 8 8-		

TRC	Terminal Receiving Charge	VIZ	Namely	
USA	United States of America	VOL	Volume	
USD	United States Dollars	W	Weight	
VENI	Vantilated	XX7/N/I	Waight/Magan	

Ventilated Weight/Measure W/M

RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC. NRA RULES TARIFF NO. 023862-001-Between (US and World) FMC ORG. NO. 023862

AMENDMENT NO. 0

Rule 30: Access to Tariff Information

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018 This tariff is published on the Internet web-site of STRAIGHT FORWARDING, INC. at:

http://www.straightforwardinginc.com. Interested parties should contact: Ryan Lee by email at: ryan@straightforwardinginc.com

concerning access to Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC ORG. NO. 023862

STRAIGHT FORWARDING, INC. NRA RULES TARIFF NO. 023862-001-Between (US and World)

AMENDMENT NO. 0 Rule 31-200: Reserved for Future Use

Effective: 1JAN2018 **Expire Date: None** Published: 1JAN2018

Rules 31-200 reserved for future use. RETURN TO TABLE OF CONTENT

Tariff Rule Information

STRAIGHT FORWARDING, INC FMC Org. No.: 023862:

NRA RULES TARIFF NO. 023862-001- Between (US and World)

AMENDMENT NO. 0

NVOCC Service Arrangement (NSA) Essential Terms (ET)

Published: 1JAN2018 **Effective: 1JAN2018 Expire Date: None**

Pursuant to 46 CFR § 531.9 (a), Carrier hereby give public notice in tariff format the following essential terms of each NSA it has entered into with shippers as on file at the Federal Maritime Commission:

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

RETURN TO TABLE OF CONTENT

****** End of Rule Text