

ATS International Services, Inc.
Rules & Regulations (xRule 8) Tariff
Terms & Conditions

Filed 29JUN2016
Effective 01JUL2016

Rule 1 SCOPE

Eff: 01 JUL 2016 Symbol: I

Rules, regulations and rates published herein apply BETWEEN United States Atlantic and Gulf Coast Ports in the Eastport, Maine/Brownsville, Texas Range, United States Pacific Coast Ports in the Seattle, Washington/San Diego, California Range, Great Lakes Ports, Ports in Alaska, Ports in Hawaii and Inland Points (See Paragraph A) AND Worldwide Ports and Points (See Paragraph B) and apply BETWEEN Ports and Points in Guam, Puerto Rico and the U.S. Virgin Islands AND Worldwide Ports and Points (See Paragraph B):

A. DOMESTIC INTERIOR POINTS:

1. All Points in the following States:

Alabama	Maine	Ohio
Arizona	Maryland	Oklahoma
Arkansas	Massachusetts	Oregon
California	Michigan	Pennsylvania
Colorado	Minnesota	Rhode Island
Connecticut	Mississippi	South Carolina
Delaware	Missouri	South Dakota
District of Columbia	Montana	Tennessee
Florida	Nebraska	Texas
Georgia	Nevada	Utah
Idaho	New Hampshire	Vermont
Illinois	New Jersey	Virginia
Indiana	New Mexico	Washington
Iowa	New York	West Virginia
Kansas	North Carolina	Wisconsin
Kentucky	North Dakota	Wyoming
Louisiana		

2. Points in Alaska and Hawaii

3. Points in Guam, Puerto Rico and the U.S. Virgin Islands

SERVICE:

Motor/Ocean, Ocean/Motor, Rail/Ocean, Ocean/Rail and Rail/Motor/Ocean Combinations.

INTERCHANGE PORTS:

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1. United States Atlantic, Gulf, Pacific and Great Lakes Ports.
2. Ports in Alaska and Hawaii
3. Ports in Guam, Puerto Rico and the U.S. Virgin Islands

LIABILITY:

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

B. WORLDWIDE PORTS AND POINTS:

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| Continent | - Includes Ports in the Ghent/Hamburg Range and Inland Points Via such Ports. |
| France/Iberia | - Includes Atlantic Coast Ports in France and Atlantic Coast Ports in Spain and Portugal and Inland Points Via such Ports. |
| United Kingdom | - Includes Ports in England, Scotland, Wales, Northern Ireland and the Republic of Ireland and Inland Points Via such Ports. |
| Scandinavia | - Includes Ports in Denmark, Iceland, Finland, Norway, Sweden, and Baltic Ports in the Kiel/Leningrad Range and Inland Points Via such Ports. |
| Mediterranean | - Includes Ports in the Mediterranean Sea in the Gibraltar, Spain/Oran, Algeria Range, including Ports in the Adriatic, Aegean and Black Seas and Islands therein, and Inland Points Via such Ports. |
| Morocco | - Includes Mediterranean and Atlantic Ports in Morocco and Inland Points Via such Ports. |
| Africa | - Includes West, South and East |

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- Africa Ports in the El Asiun/Berbera Range, exclusive of Berbera and including the Malagasy Republic and Inland Points Via such Ports.
- Middle East - Includes Ports on the Red Sea, Gulf of Aden, Arabian Sea, Persian Gulf and the Gulf of Oman in the Berbera/Karachi Range inclusive of Berbera and exclusive of Karachi and Inland Points Via such Ports.
- India/Burma - Includes Ports in the Karachi/Rangoon Range and those in Sri Lanka and Inland Points via such Ports.
- Far East - Includes Ports in Japan, Hong Kong, Philippines, Taiwan, Korea, China, Kampuchea and Vietnam and Inland Points Via such Ports.
- Russia - Includes All Ports in the Union of Soviet Socialist Republic not otherwise named above and Inland Points Via such Ports.
- South China Sea - Includes Ports in Malaysia, Singapore and Thailand and Inland Points Via such Ports.
- Indonesia - Includes Ports in Indonesia and Inland Points Via such Ports.
- Australasia - Includes Ports in Australia, New Zealand, and South Pacific Islands, and Inland Points Via such Ports.
- East Coast of Central America and Mexico - Includes East Coast Ports of Central America and Mexico in Mexico, Belize, Guatemala, Honduras, Nicaragua, Costa Rica and Panama and Inland Points Via such Ports.
- East Coast of

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- South America - Includes East Coast Ports of South America in Colombia, Guyana, Suriname, French Guiana, Brazil, Uruguay and Argentina and Inland Points Via such Ports.
- West Coast of Central America and Mexico - Includes West Coast Ports of Central America in Mexico, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica and Panama and Inland Points Via such Ports.
- West Coast of South America - Includes West Coast Ports of South America in Colombia, Ecuador, Peru and Chile and Inland Points Via such Ports.
- Venezuela - Includes Ports in Venezuela and Inland Points Via such Ports.
- Caribbean - Includes Ports in the Bahamas, Caymen Islands, Dominican Republic, Guadeloupe, Haiti, Jamaica, Leeward and Windward Islands, Martinique, Trinidad and Tobago, Turks and Caicos Islands and the Virgin Islands (British) and Inland Points Via such Ports.
- Canada - Includes Ports in Canada and Inland Points Via such Ports.

INLAND POINT(S):

INTERCHANGE PORT(S):

Worldwide Points
(As specified above)

Worldwide Ports
(As specified above)

C. INTERMODAL THROUGH RATES:

Intermodal through rates published in this tariff are single-factor through rates and apply only from, to and via the ports and points specifically filed in the individual TRIs filed in this Tariff.

D. TRANSFER OF CARGO AT CARRIER'S CONVENIENCE:

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The following shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. Carrier may pick-up or delivered shipments at a port other than the originally intended port, for transfer to another Port of Loading, or to the originally intended Port of Discharge. In no event shall any such such transfer or arrangements under which it is performed 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 loaded or cleared through the port originally intended.

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Rule 2    APPLICATION OF RATES AND CHARGES

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1. Rates apply from end of ship's tackle at Port of Loading to end of ship's tackle at Port of Discharge or From/To Inland Point at Origin/Destination To/From Port of Loading/Discharge and, unless otherwise specifically provided, do not include Lighterage, Terminal Handling, Wharfage or any other Accessorial Charges which are established by Custom of the Port, by Port or Local Tariffs or by U.S. Customs. Any Accessorial Charges which are assessed against the cargo will be for the account of the cargo, even if the Carrier is responsible for the collection thereof.

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

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

Rates indicated by WM are optional weight or measurement rates and the rate yielding the greater

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revenue will be charged.

3. Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles contained therein, except as otherwise provided in this Tariff.

4. Except as otherwise provided, rates do not include Marine Insurance or Consular Fees.

5. For Outbound Cargo, description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Custom Declaration or Export Declaration covering the shipment. Carrier MUST verify the Bill of Lading description with the validated United States Custom Declaration, Custom Entry or Export Declaration including Schedule "B" Number and Dock Receipt. 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.

If Shippers are not covered by a Shipper's Export Declaration as permitted by Export Control Regulations, Shippers must type on B/L "No SED required as per Rule 30.78" and insert the applicable commodity Schedule B number in the Line-copy of the Bill of Lading.

On Outbound Cargo, for shipment of commodities on which the applicable rate is determined on the basis of a value scale, Shippers must insert the value of the goods as declared for Customs purposes in the Line copy of the Bill of Lading in addition to the commodity Schedule B number.

6. Unless otherwise specified, when the rates 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 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. At Shipper's request, rates may be predicated on a

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value lower than the Bill of Lading limit of value or on an Ad Valorem basis.

8. Except as otherwise provided, rates apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S. or Refrigerated Cargo, N.O.S. rate will apply. (For definition of Hazardous Cargo, see Rule 16)

9. Wherever rates are provided for named articles, the same rate will also be applicable on parts of such articles where so described in the Ocean Bill of Lading, except where specific rates are provided for such parts.

10. Unless otherwise provided, Breakbulk and LCL Rates apply on cargo delivered to Carrier's Terminal. Containers are to be picked up at Carrier's CY, and chassis or flatbed must be provided by the Shipper.

11. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under-covering Bills of Lading, Dock Receipts, or Booking Contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract if in conformity with the Shipping Act of 1984, the Ocean Shipping Reform Act of 1998 and Federal Maritime Commission Regulations, by tariff publication, any affected rate or rates in order to meet such conditions."

12. For the movement of cargo From/To Inland Points, at Shipper's request, the Ocean Carrier will arrange for transportation Via Overland Carrier. Overland Carriers will be utilized on an availability of service basis and NOT restricted to any preferred Carriers, except as Carrier deems necessary to guarantee safe and efficient movement of said cargo.

Carrier shall NOT be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor or Air Carrier, or in time for any particular market or otherwise than with reasonable

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dispatch. Selection of Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Carrier.

13. Commodities which are restricted to "Stowage on Deck" in accordance with Code of Federal Regulations (Title 46, Shipping, Parts 146-149) shall be accorded the rates for Dangerous Cargo.

14. MIXED SHIPMENTS/MIXED COMMODITIES:

Where commodity descriptions in this tariff name more than one commodity, rates shall apply on mixed shipments of 2 or more of the commodities named, in any combination thereof.

15. ADVANCE CHARGES - CARRIER ARRANGED SERVICE:  
On port-to-port shipments, Shipper may request Carrier to arrange for pick-up service at origin and/or delivery service at destination. Carrier will arrange for pick-up and/or delivery service and Carrier shall advance all charges for such services arranged on behalf of the Shipper.

16. HAZARDOUS CARGO RATES:

Except as otherwise provided, TRIs filed in this tariff apply on Hazardous Cargo ONLY when the TRI Hazard Code is "HAZ". TRIs with the Hazard Code "NHZ" or absent a specific Hazard Code may NOT be applied to Hazardous Cargo unless the specific Commodity Description for the TRI applies for Hazardous or Dangerous cargo only.

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Rule 2-1 CARGO DECLARATION RULE

Eff: 01 JUL 2016 Symbol: I

A. Submission of Cargo Declaration Data; Deadline for Same: All shippers of cargo on board a vessel that will call in the United States, for U.S. import cargo, and foreign destination cargo on board a vessel that will call in the United States, must submit the information named below regarding such cargo to the Carrier in writing, including by electronic transmission, not later than 24 hours prior to the receipt of the cargo by the

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Carrier.

A1. 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. For example, a container containing 10 pallets with 200 cases shall be described as 200 cases. Generic descriptions such as "Cargo, NOS", "FAK", "Freight, All Kinds", "General Cargo", "Chemicals", "Foodstuffs", and "Said to Contain" are not acceptable descriptions.

A2. 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").

A3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.

A4. Internationally recognized hazardous material code when such materials are being shipped.

A5. Seal numbers for all seals affixed to the container.

B. 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 U.S. Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service. For the purpose of this term, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, published a valid and effective tariff, and posted the required financial security with the FMC.

B1. Any FMC licensed or registered NVOCC with a U.S. Customs bond that tenders cargo that will be on board a vessel when it calls in the United States and provides the required cargo declaration data for that cargo directly to the U.S. Customs Service shall also be required to fulfill the information requirements of Paragraph A above, regardless of the fact that the information has been submitted directly to U.S. Customs.

B2. NVOCC Co-Loading: For purposes of this subparagraph,

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the term "Master NVOCC" shall mean the NVOCC that is the customer of the VOCC and tenders co-loaded cargo to the VOCC in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the U.S. 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 U.S. Customs Service, but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the U.S. Customs Service, it shall be the obligation of the Master NVOCC to provide the VOCC with the information described in paragraph A with respect to all co-loaded cargo tendered to the VOCC by the Master NVOCC.

C. Failure to Provide Information; Denial of Permission to Load Cargo:

C1. Carrier may refuse to load any cargo tendered to it for which it has not received the data required by paragraph A of this Rule.

C2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the failure to provide 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 attorneys' fees, incurred in connection with such legal action.

D. Indemnification of Carrier: If Carrier is assessed a civil penalty or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, NVOCCs and their agent(s) that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by the Carrier as

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a result of the denial of permission to unload 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 attorneys' fees, incurred in connection with such legal action.

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Rule 2-2    FDA PRIOR NOTICE RULE

Eff: 01 JUL 2016    Symbol: I

A. Prior Notice and Registration Requirements:

Pursuant to regulations effective December 12, 2003 (see 21 C.F.R. Parts 1 and 20), the FDA must be provided with notice of food that is imported or offered for import into the United States (i.e., the continental U.S., Alaska, Hawaii and Puerto Rico) by water at least eight (8) hours prior to vessel arrival.. The term "food" means: (i) articles used for food or drink for man or other animals; (ii) chewing gum; and (iii) articles used for components of food or chewing gum (see 21 U.S.C. Sec. 321(f)). However, the term does not include meat products, poultry products, and eggs products that are subject to the exclusive jurisdiction of the U.S. Department of Agriculture. In addition to prior notice of food shipments, the new FDA regulations require that U.S. and foreign facilities which are engaged in the manufacturing/processing, packing, or holding of food for consumption in the United States ("subject facilities") register with the FDA.

B. Responsibility for Prior Notice and Registration:

It shall be the responsibility of the shipper and/or consignee named in Carrier's bill of lading (hereinafter collectively referred to as the "Cargo Interests"), to ensure that prior notice of any shipment of food (as that term is defined in Paragraph A) imported or offered for import into the U.S. is provided to the FDA in accordance with applicable regulations and that any subject facility (other than a subject facility of Carrier) which has manufactured, processed, packed or held such food

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shipment has registered with the FDA in accordance with applicable regulations.

C. Evidence of Compliance:

With respect to any food shipment for which a prior notice confirmation number ("PN Number") is required to be provided to the Bureau of Customs and Border Protection ("CBP"), FDA, or any other government agency upon arrival, it shall be the responsibility of Cargo Interests to ensure that such PN Number has been provided to the required agency(ies) and other persons prior to vessel arrival. In addition, Cargo Interests shall be required to provide Carrier with the PN Number immediately upon written request of Carrier.

D. Failure to Comply:

1. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility to register with the FDA, it is expected that notice of refusal will be provided to Carrier by the FDA and/or CBP. Carrier will use best efforts to promptly transmit the notice received from the authorities to the Cargo Interests, who shall be responsible for transmitting such notice to any other persons with an interest in the cargo. Carrier shall not be liable for any delay in the transmission of, or failure to transmit, such notice or any consequences thereof.

2. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility (other than a subject facility of Carrier) to register with the FDA, or if it is determined that cargo which should have been refused entry has been permitted to enter the United States, then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and reimburse Carrier (and by booking a shipment with Carrier do thereby agree to indemnify, hold harmless and reimburse Carrier) for any and all costs, expenses, liabilities, damages, or losses incurred by the Carrier as a result of such non-compliance including, but not limited to, costs of complying with orders and directions of FDA and/or CBP, costs for handling and storing cargo, demurrage, subsequent transport of the cargo by any mode

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of transportation, and fines and penalties. 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, or to defend any action resulting from actions or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also extend to its agents, affiliates, contractors, employees, vessel-sharing partners, slot charterers, vessel owners, and insurers.

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Rule 2-3 CUSTOMS INSPECTION/DELAY OF CONTAINER AND CARGO

Eff: 01 JUL 2016 Symbol: I

Should any Customs Service or other governmental authority order or require cargo to be discharged or unloaded from container for inspection or examination, or should any Customs Service or other governmental authority impound, seize or detain cargo or container for any reason, all charges and expenses, including any applicable demurrage, detention or per diem charges, will be for the account of the cargo. Moreover, Carrier will assume no risk or liability for the actions or omissions of such Customs Services, governmental authorities or their agents.

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Rule 2-4 USE OF NVOCC NEGOTIATED RATE ARRANGEMENTS

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Pursuant to 46 CFR Parts 520 and 532, Carrier has elected to move cargo either via tariff rates or via Non-Vessel Operating Common Carrier Negotiated Rate Arrangements (NRA).

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Rule 3 RATE APPLICABILITY RULE

Eff: 01 JUL 2016 Symbol: I

The tariff rates, rules and charges applicable to a given shipment must be those published and in effect when the cargo is received by the Common Carrier or its agent (including originating Carriers in the case of rates for through transportation).

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Rule 4    HEAVY LIFT

Eff: 01 JUL 2016    Symbol: I

Not Applicable.

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Rule 5 EXTRA LENGTH

Eff: 01 JUL 2016 Symbol: I

Not Applicable.

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Rule 6    MINIMUM BILL OF LADING CHARGES

Eff: 01 JUL 2016    Symbol: I

Not applicable.

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Rule 7 PAYMENT OF FREIGHT CHARGES

Eff: 01 JUL 2016 Symbol: I

The rates provided herein apply in United States Currency and all charges must be prepaid in United States Currency or its equivalent in freely convertible currency. Collect shipments can be accepted only by prior agreement in which case the rate of exchange ruling the day of receipt of cargo by Carrier, in accordance with Rule 3, shall apply.

Full freight and charges to Port of Discharge as defined

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in Bill of Lading shall be considered earned and payable without refund in whole or in part upon receipt of the goods by the Carrier, vessel and/or cargo lost or not lost.

Except as otherwise provided in this Tariff, all rates and charges shown herein are to be collected in United States Currency in the United States not later than the time of receipt of cargo by Carrier.

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Rule 9    FREIGHT FORWARDER COMPENSATION

Eff: 01 JUL 2016    Symbol: I

Not applicable.

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Rule 10 SURCHARGES AND ARBITRARIES

Eff: 01 JUL 2016 Symbol: I

Not Applicable.

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Rule 11    MINIMUM QUANTITY RATES

Eff: 01 JUL 2016    Symbol: I

When two or more TRIs are named for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the TRI specifying a required minimum quantity (either weight or measurement per container or in containers), will be applicable to the contents of the container(s), and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower TRI if the weight or measurement declared for rating purposes is increased to the minimum level.

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Rule 12 AD VALOREM RATES

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

B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of and additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00, the ad valorem rate, specifically provided against the item, shall be three (3.0%) percent of the total value declared and is in addition to the base TRI rate.

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Rule 13 TRANSSHIPMENT

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Not Applicable.

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Rule 14 CO-LOADING IN FOREIGN COMMERCE

Eff: 01 JUL 2016 Symbol: I

Co-loading is the combining of cargo, in the import or export foreign commerce of the U.S. by two or more NVOCC's for tendering to an Ocean Carrier under the name of one or more of the NVOCC's.

EXTENT OF
ACTIVITY:

Carrier participates in co-loading agreements on a Carrier to Carrier relationship. Carrier shall notify Shipper of such action by annotating each applicable Bill of Lading

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with the identity of any other NVOCC with which its cargo has been co-loaded.

and/or

Carrier participates in co-loading on a Shipper/Carrier relationship meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the co-loaded cargo. Carrier shall co-load cargo at its discretion and shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Where Carrier is the tendering NVOCC, Carrier shall be responsible to the receiving NVOCC for payment of any charges for the transportation of the cargo.

LIABILITY: Carrier's liability to the Shipper shall be as specified on the Shipper's Bill of Lading regardless of whether or not the cargo has been co-loaded.

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Rule 15 OPEN RATES IN FOREIGN COMMERCE

Eff: 01 JUL 2016 Symbol: I

Not Applicable.

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Rule 16 HAZARDOUS CARGO

Eff: 01 JUL 2016 Symbol: I

1. Explosives, Inflammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's option of acceptance and to special booking arrangements.

2. In the event the authorities at destination take the position that cargo is corrosive, inflammable, explosive or injurious, the owners of such cargo shall take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, with-

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out any further notice (and notwithstanding any custom of the port to the contrary), may discharge such cargo into lighter or other conveyance at the risk of the owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the port authorities or the storage or reception of same, to be for account of the Consignees, and/or owners and/or Shippers of such cargo.

3. The transportation of Explosives will be governed by the United States Code of Federal Regulations, i.e. CFR Title 46, Shipping Parts 146-149 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the International Maritime Organization, 4 Albert Embankment, London, England SE1 7SR as listed below:

- Class 1. Explosives.
2. Gases; Compressed, Liquified or Dissolved under Pressure.
 3. Inflammable Liquids.
 4. Inflammable Solids.
 5. Oxidizing Substances and Organic Peroxide.
 6. Poison and Infectious Substances.
 7. Radioactive Substances.
 8. Corrosives.
 9. Miscellaneous Dangerous Substances.

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Rule 17 GREEN SALTED HIDES IN FOREIGN COMMERCE

Eff: 01 JUL 2016 Symbol: I

When freight charges are based upon weight, the following procedure shall be observed:

Each dock receipt must be accompanied by either the supplier's weight certificate attesting to the true scale weight of the Hides/Skins as prepared for shipment at the Port of Origin or a certified weight certificate issued by a recognized scale master. When lots are split by the Shipper after purchase into two or more shipments, the weight certificate covering the entire purchase lot shall be provided, and shipping weight shall be determined from a computation of the average weight of the Hides/Skins in said purchase lot.

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Rule 18 RETURNED CARGO IN FOREIGN COMMERCE

Eff: 01 JUL 2016 Symbol: I

Not Applicable.

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Rule 19    SHIPPERS REQUESTS IN FOREIGN COMMERCE

Eff: 01 JUL 2016    Symbol: I

Any Shipper may transmit his requests and complaints as hereinafter defined to the Carrier in writing by mail, courier, facsimile or telex. Requests and Complaints are to be sent directly to the Carrier at the address shown in the Tariff Record.

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

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Rule 20 OVERCHARGE CLAIMS

Eff: 01 JUL 2016 Symbol: I

A. All claims for adjustment of freight charges must be presented to the Carrier in writing at the address shown in the Tariff Record within three (3) years after the date of receipt of shipment by Carrier (in accordance with Rule 3). Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.

B. Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the Claimant of all governing tariff

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provisions and Claimant's rights under the Shipping Act of 1984 and the Ocean Shipping Reform Act of 1998.

C. Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, pursuant to Section 11(g) of the Shipping Act of 1984 and the Ocean Shipping Reform Act of 1998. Such claims must be filed within three years of the date of receipt of shipment by Carrier (in accordance with Rule 3).

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Rule 21 USE OF CARRIER EQUIPMENT

Eff: 01 JUL 2016 Symbol: I

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

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Rule 22 AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE

Eff: 01 JUL 2016 Symbol: I

Not Applicable.

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Rule 23 CARRIER TERMINAL RULES AND CHARGES

Eff: 01 JUL 2016 Symbol: I

Not Applicable.

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Rule 24 NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS

Eff: 01 JUL 2016 Symbol: I

A. BONDING OF NVOCCs:

1. Carrier has furnished the Federal Maritime Commission proof of financial responsibility as

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required by 46 CFR 515.22 to ensure the financial responsibility of the Carrier for the payment of any judgement for damages arising from its transportation-related activities, order for reparations or penalties assessed pursuant to the Shipping Act of 1984, as modified by The Ocean Shipping Reform Act of 1998.

2. Bond No. CMS225819
3. Name of Surety Company that issued the bond:

RLI Insurance Company
P.O. Box 3967
Peoria, IL 61612-3967

B. RESIDENT AGENT:

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is as shown in Paragraph 3 below. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
2. Service of administrative process, other than subpoenas, may be affected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.
3. Name and Address of Resident Agent:

ATS International Services, Inc.
725 Opportunity Drive
St. Cloud, MN 56302

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Rule 25 CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

Eff: 01 JUL 2016 Symbol: I

A. In accordance with the Non-Vessel-Operating Common Carrier Amendments of 1990, Public Law 98-237, 98 Stat. 56, and 46 CFR Sec. 515.27, each Shipper who is a

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Non-Vessel-Operating Common Carrier ("NVOCC") shall provide to Carrier prior to tendering any shipment, evidence as may be acceptable to the Carrier and the Federal Maritime Commission ("FMC") that such NVOCC is tariffed and bonded as required by Section 8 and 19 of the Shipping Act of 1984, as amended and the Ocean Shipping Reform Act of 1998.

B. If any Non-Vessel-Operating Common Carrier provides a false or misleading certification to Carrier, either of its status or of it having posted a tariff and filed a surety bond with the FMC, it shall be liable to Carrier for any fines, penalties or damages sustained by Carrier due to Carrier transporting cargo in violation of Public Law 98-237.

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Rule 26 TIME/VOLUME RATES IN FOREIGN COMMERCE

Eff: 01 JUL 2016 Symbol: I

Time/Volume Rates (TVR) in this tariff shall be as specified in individual commodity descriptions and TRI's referenced as Time/Volume Rates, in accordance with 46 C.F.R. Section 520.12 and subject to the terms and conditions below.

General Terms:

- a) Once a Time/Volume Rate is accepted by one shipper, it shall remain in effect for the time specified, without amendment; and
- b) Shipper notices and shipment records supporting a Time/Volume Rate will be maintained by the carrier for five years after any shipper's use of a Time/Volume Rate has ended.

Agreement for Time/Volume Rates

We, (insert company name) of which head office is located in (insert company address) wish to accept Time Volume Rate No. (insert TVR No.) which is offered by (insert (Carrier Name) (hereinafter "Carrier") as per local and intermodal freight tariff No. 001.

Contact: (insert name) Phone: (insert phone number)

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We agree to place the TVR No. on the body of each bill of lading issued and agree that bills of lading which do not bear the TVR No. will not be counted toward the required minimum and that such shipments shall be rated at the applicable tariff rate.

We further agree to place our name as shipper and/or consignee (not notify party) in full style on each bill of lading and that any bill of lading which has a name other than as shown herein shall not be counted toward any tvr requirement.

Name: (insert name)

Title: (insert title)

Date: (insert date)

This enrollment is acknowledged by Carrier. Your enrollment number is (insert TVR No.).

Name: (insert name)

Title: (insert title)

Date: (insert date)

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

This Time/Volume Rates agreement is made as of (insert date), and it includes the following terms:

1. Term:

This TVR agreement shall become effective for the period specified in the commodity description and TVR referring hereto for application. For the purpose of determining whether or not a cargo movement occurs during the term of this TVR agreement, the pertinent date shall be the date when the full bill of lading quantity has been received by the carrier.

2. Minimum/Maximum Volume:

The shipper shall tender for shipment to Carrier during the term of this TVR agreement a Minimum/Maximum cargo as specified in

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the commodity description and TVR referring hereto for application.

3. Scope:

This TVR agreement covers container transportation and related service from (or at) Carrier's nominated receiving facilities at the origin port(s) and point(s) to (or at) Carrier's nominated delivery facilities at the destination port(s) and point(s) for which there are rates in the TVR referring hereto for application. The commodities covered by this TVR are those in the commodity description referring hereto for application.

4. Rates:

The rates for this TVR agreement are contained in the TVR referring hereto for application.

5. Failure to meet minimum volume requirements:

Cargo shall be rated at the applicable TVR. If the shipper/consignee fails to tender the minimum volume commitment specified in the individual TVR, the carrier shall re-rate the cargo at the otherwise applicable tariff rate and invoice the shipper/consignee and shipper/consignee agrees to pay deficit charges on the difference between the freight charges actually paid and the freight charges applicable due to the re-rating. The total of any amounts due hereunder shall be paid directly to the carrier within thirty (30) days following written notification by the carrier.

6. Verification:

Each original bill of lading for a shipment under the individual TVR shall bear the TVR No. contained on the application of TVR in an appropriate column such as shipper or consignee column. The shipment records which will be maintained to support the individual TVR are the respective bills of lading and any notices. The record keeping officer shall be:

(insert name and address)

The record keeping officer shall also be the person to respond to a request for shipment records under

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46 C.F.R. 520.

7. Other conditions in general:

i) Shipments shall be counted toward only one (1) TVR.

ii) Beyond its obligations as a common carrier, the carrier makes no commitment to any defined service level, such as assured space, transit time, port rotation or similar service feature.

Carrier	Shipper
By: (insert name)	By: (insert name)
Title: (insert title)	Title: (insert title)
Date: (insert date)	Date: (insert date)
_____	_____
(Signature)	(Signature)

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Rule 27 LOYALTY CONTRACTS IN FOREIGN COMMERCE

Eff: 01 JUL 2016 Symbol: I

Not Applicable.

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Rule 28 DEFINITIONS

Eff: 01 JUL 2016 Symbol: I

FCL - means Full Container Load

FOREIGN DESTINATION PORT GROUP - means all destination ports in foreign countries as described in Rule 1.B.

FOREIGN DEST POINT GROUP - means all destination points in foreign countries as described in Rule 1.B.

FOREIGN ORIGIN POINT GROUP - means all origin points in foreign countries as described in Rule 1.B.

FOREIGN ORIGIN PORT GROUP - means all origin ports in

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foreign countries as described in Rule 1.B.

LCL - means Less Than Full Container Load

TRI - means Tariff Rate Item which includes the Origin, Destination, Rate Basis, Rate, Effective Date, Expiration Date, Filing Date, Symbol and Shipment Codes applicable to a specific rate item.

US DESTINATION POINT GROUP - means all destination points in the United States as described in Rule 1.A.

US DESTINATION PORT GROUP - means all destination ports in the United States as described in Rule 1.

US ORIGIN POINT GROUP - means all origin points in the United States as described in Rule 1.A.

US ORIGIN PORT GROUP - means all origin ports in the United States as described in Rule 1.

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Rule 29    SYMBOLS

Eff: 01 JUL 2016    Symbol: I

| RATE BASIS |                   | HAZARD CODES |                     |
|------------|-------------------|--------------|---------------------|
| AV         | Ad Valorem        | A            | IMO Stow Category A |
| EA         | Each (As Defined) | B            | IMO Stow Category B |
| LS         | Lump Sum          | C            | IMO Stow Category c |
| M          | Measure           | D            | IMO Stow Category D |
| MBF        | 1000 Board Feet   | E            | IMO Stow Category E |
| PC         | Per Container     | HAZ          | Hazardous           |
| W          | Weight            | NHZ          | Non-Hazardous       |
| WM         | Weight/Measure    | N/A          | Not Applicable      |

CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

SIZES

|     |      |            |           |
|-----|------|------------|-----------|
| 20  | 20FT |            |           |
| 40  | 40FT | 8'6"       |           |
| 40B | 40FT | 9'6"       | HIGH CUBE |
| 40X | 40FT | ANY HEIGHT |           |
| 45X | 45FT | ANY HEIGHT |           |

TYPES

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|     |                                           |    |               |
|-----|-------------------------------------------|----|---------------|
| AC  | Atmosphere Control                        | OT | Open Top      |
| DF  | Drop Frame                                | PC | Dry           |
| FB  | Flat Bed                                  | PL | Platform      |
| FR  | Flat Rack                                 | RE | Reefer        |
| GC  | Garment Container                         | TC | Tank          |
| HH  | Half Height                               | TL | Top Loader    |
| IN  | Insulated                                 | TR | Trailer       |
| N/A | Non-Containerized<br>Cargo/Not Applicable | VR | Vehicle Racks |

TEMPERATURE

|     |                                  |
|-----|----------------------------------|
| AC  | Artificial Atmosphere<br>Control |
| CLD | Chilled                          |
| FRZ | Frozen                           |
| HTD | Heated                           |
| N/A | Not Applicable/Not<br>Operating  |
| RF  | Refrigerated                     |
| VEN | Ventilated                       |

SERVICE

|   |                              |
|---|------------------------------|
| D | Door                         |
| M | Motor                        |
| R | Rail Yard                    |
| S | Container Freight<br>Station |
| U | Rail Siding                  |
| X | Team Tracks                  |
| Y | Container Yard               |

SYMBOL EXPLANATION

|         |                                                                            |
|---------|----------------------------------------------------------------------------|
| A.....  | Increase                                                                   |
| C.....  | Change in wording which results in neither<br>Increase nor Reduction       |
| E.....  | Expiration                                                                 |
| I.....  | New or Initial Matter                                                      |
| R.....  | Reduction                                                                  |
| P.....  | Extension of Service to Additional Port(S)                                 |
| S.....  | Special Case Matter                                                        |
| T.....  | Terminal Rates, Charges or Provisions over which<br>carrier has no control |
| W.....  | Same Day Withdrawal of Erroneous Data                                      |
| X.....  | Exemption for Controlled Carrier Date in<br>U.S./Bilateral Trades          |
| x.....  | Times (Measurement to Weight Ratio Factor)                                 |
| %.....  | Percent                                                                    |
| '.....  | Foot (Feet)                                                                |
| ".....  | Inch(es)                                                                   |
| &.....  | And                                                                        |
| \$..... | Dollar(s)                                                                  |
| /.....  | or (Per)                                                                   |

INLAND TRANSPORTATION MODES

WEIGHT

|   |       |     |                       |
|---|-------|-----|-----------------------|
| B | Barge | KGS | Kilograms             |
| M | Motor | KT  | 1000 Kgs (Metric Ton) |

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|     |                |     |                      |
|-----|----------------|-----|----------------------|
| MB  | Motor/Barge    | LBS | Pounds               |
| MR  | Motor/Rail     | LT  | Long Ton (2240 LBS)  |
| N/A | Not Applicable | ST  | Short Ton (2000 LBS) |
| R   | Rail           |     |                      |
| RB  | Rail/Barge     |     |                      |

|        |             |                          |             |
|--------|-------------|--------------------------|-------------|
| VOLUME |             | LENGTH, WIDTH AND HEIGHT |             |
| CBM    | Cubic Meter | CM                       | Centimeters |
| CFT    | Cubic Feet  | FT                       | Feet        |
|        |             | IN                       | Inches      |
|        |             | M                        | Meters      |

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Rule 30 ACCESS TO TARIFF INFORMATION

Eff: 01 JUL 2016 Symbol: I

In accordance with 46 C.F.R. Section 520.9, Carrier's tariff is available for public inspection at tariff publisher's internet website. This internet tariff location is listed on the Federal Maritime Commission's website, at www.fmc.gov, pursuant to 46 C.F.R. Section 520.3(e).

Requests for assistance with tariff access should be directed to:

Effective Tariff Management Corporation
4000 Mitchellville Road, Suite 326-B
Bowie, MD 20716

Phone: (301) 262-0200
Fax: (301) 262-0039

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Rule 31 SEASONAL DISCONTINUANCE

Eff: 01 JUL 2016 Symbol: I

Not Applicable.

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Rule 32 MILITARY CARGO TERMS

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Not Applicable.

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Rule 33 PROJECT RATES

Eff: 01 JUL 2016 Symbol: I

Not Applicable.

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Rule 34 TERMINAL TARIFFS

Eff: 01 JUL 2016 Symbol: I

Not Applicable.