

Nexterus NVOCC Rules Effective 05-15-20

Nexterus

NVOCC Rules Tariff

Effective 05/15/20

Replaces TBB Rules Effective 6/22/2011

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Rule 1 - Scope

This tariff applies to Goods transported from or to the ports in the United States as recognized by U.S. Customs and Border Protection and between foreign ports as recognized by their governments as ports of entry.

Rule 2 – Rate Arrangements

All rates and charges for NVOCC services will be through Negotiated Rate Arrangements (NRA) or NVOCC Service Arrangements (NSA) as defined by the Federal Maritime Commission (FMC). Provisions in those Arrangements and the ocean bill of lading will govern all shipments. Should a shipment move without a NRA or NSA in place and filed with the FMC, the last quote by Nexterus or the last NRA with this shipper that covers the same movement, whichever is more, plus 10% of the total charges will be considered as the NRA for the specific shipment.

The NRA document may contain charges for services that are outside of the NVOCC services offered by the Carrier. Those services and charges are present to provide the recipient one source of information, and those services will not be subject to these rules.

Rule 3 – Application of Freight Rates and Charges

- a) Freight Rates and Charges do not include charges established or required by Customs, Port Authorities, Harbor Improvement Rates, or port terminal tariffs.
- b) Freight Rates and Charges herein are quoted in U.S. Dollars.
- c) LCL rate application is per CBM, if the weight does not exceed an average of 1000 kilos per CBM. If the weight exceeds 1000 kilos per CBM, the shipments will be charged based on the number of CBM by dividing the total kilos by 1000.
- d) Fractions of ½ inch or less will be rounded down to the nearest whole number, and fractions of ½ inch or more will be rounded up to the nearest whole number.
- e) When measuring articles cylinder shape (drums, cylinders, kegs, casks, etc.) or irregular shapes, the dimensions will be calculated to the extreme point for each height, width, and depth measurement.

Rule 4 – Marine Insurance

Freight Rates and Charges do not include marine insurance.

Rule 5 – AMS Charge

Where AMS is required, the charge will be \$35.00 per filing.

Rule 6 – Receipt of Goods

A shipment shall not be considered as received by the NVOCC or their agents until the full bill of lading quantity has been tendered for movement in a manner that movement may comm

Rule 7 – Minimum Bill of Lading Charge

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If not stated in the NRA or NSA, the minimum bill of lading charge for a container will be \$500, and \$175 for an LCL shipment.

Rule 8 – Payment of Charges

Unless otherwise arranged with Nexterus prior to tendering of goods, all Freight Rates and Charges are to be prepaid prior to the Goods being released from the steamship lines or their agents.

Rule 9 – Documentation Charge

A documentation charge of \$110.00 will apply on all export shipments.

Rule 10 – Additional Charges – Not Listed in Herein

NRA's and NSA's may contain additional charges that are unique to the movement(s) covered and are not specifically listed in this Rules Tariff. This will include, but not limited to, charges for additional handling, terminal handling, demurrage, and storage, non-NVOCC services, such as but not limited to ISF filing or customs clearance.

Rule 11 – Liability / Special Provisions

See provisions of Rule 22 of this Rules Tariff. Such provisions are applicable to all movements by Nexterus as an NVOCC.

Rule 12 – Co-Loading

Nexterus engages in co-loading both as a shipper and a carrier. As a carrier, Nexterus accepts co-load from other NVOCC's providing they are complying with all FMC rules and regulations. Co-load cargo is subject to all applicable rules in this tariff. As a shipper, Nexterus engages in co-loading with other NVOCC's to accommodate the movement of cargo to maintain regular scheduled service. Nexterus accepts liability for cargo co-loaded with other NVOCC's as indicated on the bill of lading and is responsible to pay all rates and charges to the NVOCC to the destination as indicated on the bill of lading.

Rule 13 – Quotations and Actual Shipment Adjustments

Quotations are based on the information provided to Nexterus. Freight Rates and Charges will be assessed based on the actual product, weight and cube as tendered for movement. Nexterus and/or Nexterus agents, and the steamship line have the right to inspect and weigh goods in order to verify the information on the Bill of Lading, and if needed to adjust the Bill of Lading to match the actual tender of goods.

Rule 14 – Overcharge Claims

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Freight Rates and Charges for shipments are subject to review as an overcharge claim when submitted in writing to Nexterus, and include: 1) Copy of the disputed invoice; 2) Statement of the correct charge; 3) Copy of the NRA or citation of the NSA provision that is to apply; 4) Copy of the bill of lading; 5) Documentation supporting a change in the product, weight, cube, or application of a Freight Rate or Charge, or other disputed information (e.g. invoice or packing list certified by the shipper, public scale certificate). The claim is to be sent to Nexterus at 802 Far Hills Dr., New Freedom, PA 17349, attention "International Overcharge Claims." Disputes in measurements are to be supported by: (a) Obvious error in calculation by Nexterus or carrier; (b) Measurement at port of loading or discharge; (c) By joint measurement at port of discharge by carrier's agent and consignee of shipment; and (d) By measurement of a marine surveyor when requested by carrier's agent.

Rule 15 – Surety Bond

Nexterus has a \$75,000 Surety Bond, number 570337, secured through:

Roanoke Insurance Group Inc
35079 Eagle Way
Chicago, IL 60678

Rule 16 – Chassis Usage Charge

The charge for the use of a chassis shall be \$35.00 per 24-hour period or fraction thereof.

Rule 17 – Peak Season Surcharge (PSS)

The following PSS will apply unless the NRA or NSA state the charge is included on or specifies the PSS amount:

20'	40' Standard	40' High Cube	45'	Reefer & All Other Containers
\$533.00	\$641.00	\$709.00	\$725.00	\$825.00

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Rule 18 – Bunker Adjustment Factor (BAF)

The following BAF surcharge will apply unless the NRA or NSA state the charge is included on or specifies the BAF amount:

20'	40' Standard	40' High Cube	45'	Reefer & All Other Containers
\$420.00	\$500.00	\$550.00	\$606.00	\$706.00

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Rule 19 – Definitions

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Term	Definition
Any Quantity or "AQ"	Indicates the application of a rate or other provision with no specified quantity for shipment.
Cargo N.O.S.	Cargo not otherwise specified.
Carrier	Means Nexterus, a non-vessel operating common carrier, and Carrier's agents and assigns.
CFS – CFS	Cargo is delivered in bulk to Carrier's loading terminal or container freight station to be packed into containers by the Carrier, and to be unpacked from the containers by the Carrier's at a terminal or container freight station at port of discharge.
Charges	Accessorial fees, including but not limited to ad valorem charges, advance charges and less than full container load service charges, currency adjustment factor, bunker adjustment factor, surcharges, war risk premiums, arbitrary and accessorial charges, all charges arising as a result of changing the port of loading or discharge, and expenses arising or incurred under this Bill of Lading, as stated in an NSA, NRA or Rules Tariff and are added to the basic Freight Rate.
Consignor, Consignee, Shipper	Include authorized representatives or agents of such party.
Container	Means and includes, unless otherwise indicated, any container, trailer, transportable tank, flat, or pallet, and similar articles of transport.
Container Freight Station (CFS)	Location designated by Carrier for receiving and delivery of goods by Carrier or agent and must be adjacent to Carrier's Container Yard.
Container Service Charge	Refers to services performed at loading ports and is restricted to: <ul style="list-style-type: none"> ➤ Moving empty containers from CY to CFS. ➤ Drayage of loaded containers from CFS to CY and/or ship's tackle. ➤ Issued dock receipt / shipper order.
Container Yard (CY)	Location designated by Carrier in the port area where: 1) The carrier assembles, holds, or stores container(s); 2) Where containers loaded with goods are received or delivered.
Controlled Temperature	Maintenance of a specific temperature or range of temperature in containers.
Demurrage	Charge assessed against cargo remaining in or on Carrier's containers after the expiration of free time.
Freight Rates	Prices stated in an NSA or NRA for providing a specified level of transportation service for a stated cargo quantity, from origin to destination.
Goods	The cargo described on the face of this B/L and, if the cargo is packed into Containers, supplied, or furnished by or on behalf of Merchant, shall include the Containers as well.
Handling Charges	Charges for services performed in 1) moving or conveying cargo, including ordinary breaking down, sorting and trucking from place where unloading from railroad car, truck; 2) Movement from place or rest on terminal, barge or lighter to ship's tackle; 3) between Carrier's container and place of rest in terminal.
Holiday	Day recognized by carriers as a holiday by Federal or State governments where services to the shipping public are not provided.
Merchant	Means individually and collectively the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this B/L, and the Owner of the Goods
Negotiated Rate Arrangement (NRA)	Means a written and binding arrangement between Merchant and Carrier to provide specific transportation service for a stated cargo quantity, from origin to destination, prior to the receipt of the cargo by Carrier

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Term	Definition
Non-vessel Operating Common Carrier Service Arrangement (NSA)	Means a written contract, other than a bill of lading or receipt, between Merchant and Carrier in which the Merchant makes a commitment to provide a certain minimum quantity or portion of its cargo or freight revenue over a fixed time period, and Carrier commits to a certain rate or rate schedule and a defined service level.
Port	Place where ocean carrier's vessel calls.
Quote	Quote as referred to in Rule 2 shall mean the last communication, within the last 45 days from ship date, by Carrier to Merchant regarding offered rates, charges and services for the identical goods, service, containers, origin, destination, and other shipment information qualifications.
Rail Carrier	Railroad that is participating in the move.
Rail Carrier's Terminal	<ul style="list-style-type: none"> ➤ Place where loaded containers are delivered by rail carrier, and where empty containers will be returned by consignee. ➤ Where rail carrier assembles, holds or stores containers.
Revenue Ton	1000 kilos or 1 cubic meter as freighted / tendered.
Rules Tariff	A tariff containing Charges and terms and conditions governing the Charges, and the classifications, rules, regulations, and practices of Carrier, but does not include Freight Rates.
Ship's Tackle	Location immediately accessible to cargo gear use for lifting containers to or from the vessel.
Shipment	Quantity of freight received at one point of origin, at one place, at one time and on one bill of lading or shipping document; and is destined to one consignee.
Storage	Charges assessed by the terminal on cargo remaining at the terminal after free time has expired and before such cargo has been loaded to the vessel or before cargo has been placed in public warehouse for storage.
Stripping	Removal of cargo from the container as well as the removal of all securing material not constituting a part of the container.
Unpacking	Removal of cargo from the container as well as the removal of all securing material not constituting a part of the container.
Workday or Working Day	Period of each calendar day – except Saturday, Sunday and Holidays – from 8:00 a.m. to 5:00 p.m.

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Rule 20 – Abbreviations

-	Up to and including
`	Feet
20	20FT
24	24FT
35	35FT
40	40FT standard
40A	40' HC 9' high
40B	40' HC 9'6" high
40S	40' HC 8'
40X	40FT any height
42	42Ft
43	43FT
45	45Ft
45A	45FT HC 9'
45B	45FT HC 9'6"
45S	45FT 8'
45X	45FT any height
48	48FT
53	53FT
AC	Atmosphere Control (CT)
AQ	Any quantity
B	Barge (service / code)
B/L	Bill of lading
BAF	Bunker adjustment factor
CBM	Cubic Meter
CFT or CF	Cubic Fee
CLD	Chilled (TC Code)
COD	Collect on Delivery
CT	Container Type Code
CWT	Hundred weight or 100 pounds
CY	Container Yard
D	Door (service / code)
D/D	Door/ Door
D/M	Door/Motor
D/O	Door/Ocean
D/R	Door/Rail
DF	Drop Frame (CT)
F	Fahrenheit (degrees)
FAK	Freight all kinds
FAS	Free alongside ship
FB	Flatbed (CT)
Flat	Flatbed/Flatrack container
FMC	Federal Maritime Commission
FR	Flatrack (CT)
FRZ	Frozen (TC Code)
FT	Feet
GC	Garment Container (CT)
H	House (service code)
HAZ	Hazardous
HC or HQ	High Cube
HTD	Heated (TC Code)
IN	Insulated (CT)
kg	Kilos
lb or lbs	Pounds
LCL	Less than container load
LT	Long ton (2240 lb)
LWH	Length, width, height
M	Measurement
M	Motor (service code)
Max	Maximum
MBM	1000 foot board measure
MC	Minimum B/L charge
Min	Minimum

N/A	Not applicable
N/A	Dry Container (TC Code)
NHZ	Non-Hazardous
No. (s)	Number or numbers
NOS or N.O.S	Not otherwise specified
O	Ocean Port (service code)
OT	Open Top (CT)
oz.	Ounce
P	Pier (service code)
PC	Per container
PC	Dry (CT)
PSS	Peak Season Surcharge
PV	Per vehicle
R	Rail yard (service code)
RE	Reefer (CT)
S	Container station (service code)
T	Terminal (service code)
TBB	TBB Global Logistics (Carrier)
TC	Container Temperature
TC	Tank (CT)
THC	Terminal Handling Charge
U	Rail Siding (service Code)
USD	US Dollar
VEN	Ventilated (TC Code)
VIZ:	Namely
W	Weight
W/	With
W/O	Without
WM	Weight or measure
X	Team Tracks (service code)
Y	Container yard (service code)

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Rule 21 – U.S. State Codes

AK	Alaska
AL	Alabama
AR	Arkansas
AZ	Arizona
CA	California
CO	Colorado
CT	Connecticut
DC	District of Columbia
DE	Delaware
GA	Georgia
IA	Iowa
ID	Idaho
IL	Illinois
IN	Indiana
KS	Kansas
KY	Kentucky
LA	Louisiana
MA	Massachusetts
MD	Maryland
ME	Maine
MI	Michigan
MN	Minnesota
MO	Missouri
MS	Mississippi
MT	Montana
NC	North Carolina
ND	North Dakota
NE	Nebraska
NH	New Hampshire
NJ	New Jersey
NM	New Mexico
NV	Nevada
NY	New York
OH	Ohio
OR	Oregon
PA	Pennsylvania
RI	Rhode Island
SC	South Carolina
SD	South Dakota
TN	Tennessee
TX	Texas
UT	Utah
VA	Virginia
VT	Vermont
WA	Washington
WI	Wisconsin
WV	West Virginia
WY	Wyoming

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Rule 22 – Bill of Lading Terms and Conditions

BILL OF LADING TERMS AND CONDITIONS

DEFINITIONS.

The following definitions shall apply to the terms and conditions of this bill of lading (referred to herein as "B/L")

"Carrier" means Nexterus, a non-vessel operating common carrier, and Carrier's agents and assigns.

"Charges" mean accessorial fees, including but not limited to ad valorem charges, advance charges and less than full container load service charges, currency adjustment factor, bunker adjustment factor, surcharges, war risk premiums, arbitrary and accessorial charges, all charges arising as a result of changing the port of loading or discharge, and expenses arising or incurred under this Bill of Lading, as stated in an NSA, NRA or Rules Tariff and are added to the basic Freight Rate.

"Container" means and includes, unless otherwise indicated, any container, trailer, transportable tank, flat, or pallet, and similar articles of transport.

"Freight Rates" means the prices stated in an NSA or NRA for providing a specified level of transportation service for a stated cargo quantity, from origin to destination.

"Goods" mean the cargo described on the face of this B/L and, if the cargo is packed into Containers, supplied, or furnished by or on behalf of Merchant, shall include the Containers as well.

"Merchant" means individually and collectively the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this B/L, and the Owner of the Goods.

"Negotiated Rate Arrangement" (herein referred to as "NRA") means a written and binding arrangement between Merchant and Carrier to provide specific transportation service for a stated cargo quantity, from origin to destination, prior to the receipt of the cargo by Carrier.

"Non-vessel operating common carrier Service Arrangement" (referred to herein as "NSA") means a written contract, other than a bill of lading or receipt, between Merchant and Carrier in which the Merchant makes a commitment to provide a certain minimum quantity or portion of its cargo or freight revenue over a fixed time period, and Carrier commits to a certain rate or rate schedule and a defined service level.

"Rules Tariff" means a tariff containing Charges and terms and conditions governing the Charges, and the classifications, rules, regulations, and practices of Carrier, but does not include Freight Rates.

1. APPLICABILITY. The provisions set out and referred to in this document shall also apply if the transport as described on the face of the B/L is performed by one or more modes of transport. If any legislation is compulsory and applicable to any business undertaken hereunder, these terms and conditions shall, as regards such business, be read as subject to such legislation and nothing in these conditions shall be construed as a surrender by Carrier of any of its rights or immunities or as an increase in its responsibilities or liabilities under such legislation, and if any of these conditions are repugnant to such legislation to any extent such part shall as regards such business be void to that extent and no further.

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2. NSA, NRA, RULES TARIFF. In the event that the Merchant has entered into an NSA or NRA with Carrier, the terms of the applicable NSA, NRA, and Rules Tariff at the date of shipment are incorporated herein. In case of inconsistency between this B/L and the applicable NSA, NRA or Rules Tariff, this B/L shall prevail. The applicable Rules Tariff is available at the internet location of Carrier at <http://www.nexterus.com>.

3. NON-NEGOTIABILITY. This B/L shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

4. TIME BAR. All liability of Carrier shall cease unless suit is brought within twelve months after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be deemed to have been brought until the jurisdictional requirements of clause 5 below have been met and Carrier shall have been properly served with notice of the suit.

5. JURISDICTION AND VENUE. Disputes arising under this B/L shall be determined in the United States of America (herein referred to as "U.S.") by the U.S. District Court for the Middle District of Pennsylvania, or the State Courts of Pennsylvania, in Dauphin or York County, in accordance with the laws of the U.S. and the State of Pennsylvania. Merchant and Carrier agree to jurisdiction and venue in such Courts.

6. ISSUANCE OF B/L

(a) By the issuance of this B/L, Carrier undertakes to perform or to procure the performance of the transport from the place at which the Goods are taken in charge to the place designated for delivery in this B/L. In doing so, Carrier assumes liability in accordance with the provisions of this B/L.

(b) Merchant understands and agrees that Carrier shall be entitled to subcontract, on any terms, the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier under the B/L in relation to the Goods.

(c) Merchant agrees that no claim or allegation shall be made against any servant, agent, or s vehicle owned by them any liability whatsoever in connection with the Goods. If any such claim or allegation should nevertheless be made, Merchant shall indemnify Carrier against any and all consequences thereof.

(d) The expression "subcontractor" in this clause shall include direct or indirect subcontractors and their respective servants and agents.

7. METHODS AND ROUTES OF TRANSPORTATION. Carrier is entitled to perform or arrange for the handling, storage, and transportation of the Goods in any reasonable manner and by any reasonable means, methods, and routes.

8. UTILIZATION OF OPTIONAL STOWAGE

(a) Goods may be stowed by Carrier in Containers.

(b) Carrier has the right, without giving notice to Merchant, to allow or arrange to have carried on deck Containers, whether stowed or arranged to have stowed by Carrier or received by it in a stowed condition from Merchant.

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9. DELIVERY. If the Goods are not taken by Merchant at the time when Carrier is entitled to call upon Merchant to take delivery, then Carrier shall be at liberty to put the Goods in safe custody on behalf of Merchant at Merchant's sole risk and expense, whereupon the liability of Carrier in respect of the Goods or the parts thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid or payable by Carrier or any agent or subcontractor of Carrier) shall forthwith upon demand be paid by Merchant to Carrier.

10. MATTERS AFFECTING PERFORMANCE.

(a) Carrier shall use reasonable endeavors to complete the transport and to deliver the Goods at the place designated for delivery. Arrival times are not guaranteed by Carrier and Carrier shall not be liable for delay.

(b) If, at any time, performance by Carrier under this B/L, in the opinion of Carrier, is, or is likely to be, affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind including Force Majeure or strike and if, by virtue of sub-clause (a), Carrier has no duty to complete the performance of the contract, Carrier, whether or not the transport is commenced, may elect to: (i) treat performance under this B/L as terminated and place the Goods at Merchant's disposal at any place which Carrier shall deem safe and convenient, or (ii) deliver the Goods at the place of delivery. In any event, Carrier shall be entitled to the full Freight Rate for any Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

11. BASIC LIABILITY.

(a) This Bill of Lading shall have effect subject to the provisions of the "Carriage of Goods By Sea Act" of the U.S. (hereinafter referred to as "COGSA") as set forth in Title 46, United States Code, Appendix, Section 1300 et seq. COGSA shall be deemed incorporated herein. Nothing contained herein shall be deemed to be a surrender by Carrier of any of its rights or immunities or shall be deemed to be an increase of any of Carrier's responsibilities or liabilities. Notwithstanding the definition of "carriage of goods" in Title 46, United States Code, Appendix, Section 1301 (e), COGSA shall govern throughout the entire time that the Goods are in the custody or constructive custody of Carrier until delivered. If any provisions herein contained are invalid under COGSA as a matter of law, such provisions only to the extent of such invalidity, but no further, shall be null and void. All the rights, privileges, defenses, immunities from and limitations of liability provided for in this B/L shall apply in any action against the Carrier for loss of or damage to the Goods whether such action be founded in contract, tort, or otherwise.

(b) Carrier does not accept responsibility for, and shall not be liable in any capacity whatsoever for, delay, non-delivery, mis-delivery, or loss of or damage to the Goods occurring while the Goods are not in the custody or constructive custody of Carrier. Carrier does not accept responsibility for, and shall not be liable in any capacity whatsoever for, special, consequential, incidental or indirect damages, however caused, on any theory of liability, and whether or not Carrier has been advised of the possibility of such damages.

(c) Carrier shall have no liability for any loss of or damage to Goods if such loss or damage arose or resulted from: (i) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant or from whom Carrier took the Goods in charge; or (ii) compliance with the instructions of the person entitled to give them; or (iii) the lack, or insufficiency of, or defective condition of packing in the case of Goods which, by their nature, are liable to wastage or prone to be damaged when not packed or when not properly packed; or (iv) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant; or (v) inherent vice of the Goods; or (vi) insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads; or

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(vii) strikes or lock-outs or stoppage or restraint of labor from whatever cause, whether partial or general; or (viii) fire, unless caused by the actual fault or privity of Carrier; or (ix) any cause or event which Carrier could not avoid and the consequence whereof Carrier could not prevent by the exercise of reasonable diligence.

(d) If, under sub-clause (c) above, Carrier is not under any liability in respect of some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable under this clause have contributed to the loss or damage.

(e) The burden of proving that the loss or damage was due to one or more of the causes or events specified in (i), (ii), and (viii) of sub-clause (c) above shall rest upon Carrier. When the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in (iii) to (vii) of sub-clause (c) above, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of such causes or events.

(f) Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of the Revised Statutes of the U.S. and amendments thereto and of any other provisions of the laws of the U.S. or any other country whose laws shall apply.

(g) Insurance will not be arranged by the Carrier except with the express instructions in writing of Merchant and then only at Merchant's expense and lodgment of a declaration as to value prior to shipment.

12. LIMITATION OF LIABILITY.

(a) When Carrier is liable for loss or damage to the Goods, such liability shall be calculated by reference to the Merchant's net invoice value of the Goods plus Freight Rate, Charges, and insurance premium, if paid.

(b) EXCEPT IN THE CASE WHERE SUB-CLAUSE (C) IMMEDIATELY BELOW APPLIES, CARRIER'S LIABILITY SHALL NOT EXCEED U.S. \$500.00 PER PACKAGE OR CUSTOMARY FREIGHT UNIT. FOR PURPOSES OF THIS AGREEMENT, THE WORD "PACKAGE" SHALL INCLUDE, WITHOUT LIMIT, A CONTAINER LOADED AND SEALED BY MERCHANT, A CONTAINER USED TO SHIP HOUSEHOLD GOODS OR FREIGHT SHIPPED UNDER A LUMP SUM, A LIQUID TANK OR DRY BULK CONTAINER, VAN, OR TRAILER, AND CARGO SHIPPED ON A SKID, CRADLE, PALLET, OR UNITIZED LOAD, GROUP, OR ASSEMBLAGE.

(c) Merchant may declare a higher limit of liability on the face of this B/L only with the consent of Carrier and only when an adjusted higher Freight Rate has been paid in accordance with a revised NSA, NRA or calculation in the Rules Tariff.

13. SPECIAL PROVISIONS.

(a) When Carrier is liable for loss or damage to the Goods, and the place where loss or damage occurred cannot be established, the loss or damage shall be deemed to have occurred during sea voyage and liability of the Carrier shall be determined pursuant to clauses 11 and 12 above of this B/L.

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(b) In respect of deck cargo not covered by clause 8 of this B/L, and in respect to live animals, Carrier has no obligation, specially, to arrange to equip the vessel for the reception, carriage and preservation of such deck cargo or live animals, and has no responsibility for loss or damage which may be attributable to the carriage on deck or for injury to or illness or mortality of such deck cargo or live animals. The burden of proving negligence on the part of Carrier shall be on Merchant. In no case shall the responsibility of Carrier exceed its responsibility for ordinary cargo according to this B/L.

14. NOTICE OF LOSS. Unless notice of loss of or damage to the Goods and the general nature of it shall be given in writing to Carrier at the place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof under this B/L, or if the loss or damage be not apparent, within three consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this B/L.

15. DEFENSES AND LIMITS FOR THE CARRIER.

(a) The defenses and limits of liability provided for in this B/L shall apply in any action against Carrier for loss or damage to the Goods whether the action is founded in contract or in tort or otherwise.

(b) Without prejudice to clause 6 of this B/L above below, every servant, agent and subcontractor, including stevedores, inland carriers, or any of those referred to in clause 6 of this B/L, shall be entitled to avail itself of the defenses and limits of liability which the Carrier is entitled to invoke under this B/L as if such provisions were expressly for their benefit.

16. CARRIER'S RESPONSIBILITY. This B/L shall be prima facie evidence of the receipt by Carrier of the total number of containers or other packages or units enumerated herein, so long as Carrier had reasonable means of checking such information. In respect of such particulars, proof to the contrary shall not be admissible when this document has been transferred to a third party acting in good faith.

17. MERCHANT'S PACKING AND DESCRIPTION OF GOODS.

(a) The Merchant shall be deemed to have guaranteed to Carrier the accuracy and adequacy, at the time the Goods were taken in charge by Carrier, of the description of the Goods, marks, number, quantity, weight and volume, and other particulars of Merchant's shipment, as furnished by Merchant, and the Merchant shall indemnify Carrier against all losses, damages, expenses, governmental fines and penalties, arising or resulting, directly or indirectly, from inaccuracy in, or inadequacy of, such particulars.

(b) Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of Goods or by faulty loading or packing within containers or trailers and on flats when such packing or loading has been performed by Merchant or on behalf of Merchant or by the defect or unsuitability of the containers, trailers, or flats, when supplied by Merchant. Merchant shall indemnify Carrier against all losses, damages, expenses, governmental fines and penalties, arising or resulting, directly or indirectly, from acts set forth in this sub-clause.

(c) Merchant acknowledges and agrees that various governmental entities require Carrier to provide detailed information concerning Merchant's Goods, including, but not limited to, their description, origin, destination, consignor, consignee, and ownership. Merchant agrees that it will accurately provide to Carrier all such required information concerning its shipments within the time frames established by Carrier. Merchant further acknowledges and agrees that permission to load and/or unload Merchant's Goods may be denied for failure to accurately provide such required information within the specified time frames, and further agrees to indemnify and hold harmless

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Carrier for any and all losses, damages, expenses, and or governmental fines or penalties arising or resulting, directly or indirectly, from Merchant's failure to provide accurate information concerning its shipment within the required time frames.

18. FREIGHT RATES AND CHARGES.

- (a) Freight Rates and Charges shall be paid in cash in U.S. dollars, unless a different currency is quoted in the NSA or NRA, without discount and, whether payable at origin or payable at destination, shall be deemed as earned on receipt of the Goods and not to be returned or relinquished in any event.
- (b) Merchant's attention is drawn to the stipulations concerning currency in which the Freight Rates and Charges are to be paid, rate of exchange, devaluation and other contingencies relative to Freight Rates and Charges in the relevant NSA, NRA or Rules Tariff. If no such stipulation exists or is applicable, the following clause shall apply: If the currency in which Freight Rates and Charges are quoted is devalued, or if an alteration in the rate of exchange occurs with the same effect as a devaluation between the date of the NSA or NRA and the date when Freight Rates and Charges are paid, then all Freight Rates and Charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency. In case Carrier has consented to payment in another currency other than the above mentioned currency, then all Freight Rates and Charges shall be paid at the highest selling rate of exchange for bankers' sight draft current on the day when such Freight Rates and Charges are paid. If the banks are closed on the day when the freight and charges are paid, the rate to be used will be the one in force on the last day the banks were open.
- (c) The Freight Rates and Charges have been calculated on the basis of the particulars furnished by or on behalf of Merchant, who warrants the conditions of the declaration of contents, insurance, weight, measurements, or value of the Goods. For the purpose of verifying the bases of the Freight Rates and Charges, the Carrier reserves the right to have the contents of containers, trailer, or similar articles of transport inspected in order to ascertain the weight, measurement, value, or nature of the Goods.
- (d) If the particulars furnished by, or on behalf of, Merchant are incorrect, it is agreed that a sum equal to the lesser of five times the difference between the correct freight and the freight charged or double the current freight less the freight charged shall be payable as liquidated damages to Carrier, notwithstanding any other sum having been stated herein as freight payable.
- (e) Merchant (including the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this B/L, and the Owner of the Goods) shall be jointly and severally liable to Carrier for the payment of all Freight Rates and Charges and the performance of the obligation of each of them hereunder.
- (f) Merchant shall comply with all regulations or requests of governmental authorities or international conventions and shall bear and pay all duties, taxes, fines, impost, expenses, or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect, or insufficient marking, numbering, addressing, or documentation of the Goods, and shall indemnify Carrier in regard thereof.
- (g) Merchant shall reimburse Carrier for any costs for deviation or delay or other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directives, or force majeure.

19. LIEN. Carrier shall have a general lien on the Goods and any documents relating thereto for any and all amounts due under this B/L or any and all amounts due from Merchant under any NSA

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or NRA, and/or as may arise under any and all applicable laws, including, but not limited to General Average and storage fees and costs of recovering same and the Intermodal Safe Container Act, and shall be entitled to sell the Goods (including the Container or item of packing or of equipment in or on which the Goods are shipped) in any reasonable manner in which Carrier may think fit to cover any such amounts due.

20. GENERAL AVERAGE. Merchant shall indemnify Carrier in respect of any claims of a General Average nature which may be made on Carrier and Merchant shall provide such security as may be required by Carrier in this connection.

21. DANGEROUS GOODS.

(a) Merchant shall comply with all mandatory rules of national law or international convention relating or applying to the carriage of Goods of a dangerous nature. In addition, Goods of a dangerous or damaging nature, including radioactive material, must not be tendered for shipment unless written notice of the exact nature of the danger; any and all precautions to be taken; and the name and address of the sender and the receiver have been previously given to Carrier; and the dangerous or damaging nature of the Goods is distinctly marked on the outside of the package or packages as required by applicable statutes or regulations and, in addition, on each container, flat, trailer, etc.

(b) Goods of a dangerous nature which Carrier did not know were dangerous may, at any time or place, be unloaded, destroyed, or rendered harmless, without liability or compensation on the part of Carrier. In such event, Merchant shall be liable for all loss, damage, delay, or expenses arising out of or related to their being taken into charge, or their carriage, or any service incidental thereto. The person entitled to the Goods shall have the burden of proving that Carrier knew the exact nature of the danger constituted by the carriage of such Goods of a dangerous nature.

(c) If any Goods shipped with the knowledge of Carrier as to their dangerous nature shall become a danger to the conveyance or cargo, such Goods may, in like manner, be landed at any place or destroyed or rendered innocuous by Carrier without liability or compensation on the part of Carrier.

22. TEMPERATURE CONTROLLED CARGO. Merchant shall not tender for carriage any Goods which the temperature range to be maintained. Carrier shall not be liable for any loss or damage to these Goods arising from Merchant's failure to comply with these requirements, or from defects, faults, breakdown, or stoppage of the temperature controlling machinery, plant, insulation, or any apparatus of the container.

23. VARIATION OF THE CONTRACT. No servant or agent of Carrier shall have power to waive or vary any of the terms set forth herein unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer of Carrier who has the actual authority of Carrier to so waive or vary the terms.

Rule 23 – Acceptance of terms and Conditions

Merchant, by utilizing the services of Carrier pursuant to an NSA or NRA shall be deemed to have consented to the Freight Rates and Charges set forth in the NSA or NRA and shall be deemed to have accepted all of the terms and conditions in this Rules Tariff including but not limited to those terms and conditions in Rule 22 notwithstanding the non-signing of the Bill of Lading by Merchant.

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Rule 24 – Detention, Demurrage or Storage

Goods received at break-bulk terminal, CFS or CY are subject to free time and wharf detention, demurrage, or storage provisions of the appropriate port terminal tariff. In the absence of such tariff, the free time and charges contained in the closest public port terminal tariff will apply.

Should there be no port terminal tariff or public port terminal tariff to apply, the free time allowed will be three days, and the following charges will apply per 24-hour period or fraction thereof:

	20'	40' Standard	40' High Cube	45'	Reefer & All Other Containers
1 st 24 Hours	\$30.00	\$55.00	\$60.00	\$65.00	\$75.00
Each period after 1 st 24 hours	\$55.00	\$110.00	\$130.00	\$135.00	\$150.00

Rule 25 – Agent for Service of Process

The name and address of the person in the U.S. designated as Carrier’s legal agent for service of process is S. Polakoff, Nexterus, 802 Far Hills Dr., New Freedom, PA 17349. In the event that the designated agent cannot be served because of death, disability or unavailability, the Secretary of the FMC will be deemed to be the legal agent for service of process.

