

EM-LINES LIMITED
ORIGINAL TITLE PAGE

FMC No.: 024335-100
Non-Vessel Operating Common Carrier

Effective Date: 08MAR2013
Published Date: 08MAR2013
Expiration Date:

Controlled Carrier Status: N

TITLE PAGE

TARIFF NO. 100
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)

EM-LINES LIMITED is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC license number 024335N.

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”).

Negotiated Rate Arrangement (“NRA”) means the written and binding arrangement between an NRA shipper and an 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 shall issue quotation sheets, booking confirmations, e-mail communications and other writings, with applicable rates and charges for the shipments subject of the NRA, and shipper’s response by e-mail or other writing (collectively “the writings”) which will constitute an offer by Carrier and acceptance by Shipper for transportation services pursuant to 46 C.F.R. §§520 and 532. The terms contained in the writings shall be a valid offer for thirty (30) days from the offer date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo.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 of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper to accept the offer does not contain the legal name and address of the shipper and its affiliates agreeing to the NRA, the shipper must provide these by separate writing which shall be considered part of the NRA.

All origin, destination local terminal and/or port charges are shall apply to 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).

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TARIFF DETAILS

Tariff Number: **024335-100**
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**
EFFECTIVE: 08MAR2013
THRU: None
EXPIRES: None
PUBLISH: 08MAR2013
AMENDMENT TYPE: O
ORIGINAL ISSUE: 08MAR2013
WEIGHT RATING: 1,000KGS
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: **024335-100**
NAME: **EM-LINES LIMITED**
TRADE NAME:
TYPE: NON-VESSEL OPERATING COMMON CARRIER
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Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O Table of Contents

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

[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 – Force Majeure Clause](#)

[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 – Mixed Commodities](#)

[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 – FDA Prior 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 – Green Salted Hides](#)

[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 – Reserved for Future Use](#)

[Rule 27 – Loyalty Contracts](#)

[Rule 28 – Definitions](#)

[Rule 29 – Abbreviations, Codes & Symbols](#)

[Rule 30 – Access to Tariff Information](#)

[Rule 31-200 – Reserved for Future Use](#)

[Rule 201 – NVOCC Service Arrangements \(NSA\)](#)

[Essential Terms](#)

Tariff Rule Information

024335-100:	EM-LINES LIMITED NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 1:	Scope

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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
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
New Orleans, LA
Tampa, FL
Mobile, AL

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

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100:	EM-LINES LIMITED
Amendment No.: O	NRA RULES TARIFF NO. 100 - Between (US and World)
Rule 1-A:	Worldwide Ports and Points

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

This tariff provide rules and regulations between USA Ports and Points, and Worldwide Ports and Points. NRAs between World Inland Points apply via Base Ports.

WORLDWIDE PORTS AND POINTS:

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 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 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100:	EM-LINES LIMITED NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 1-B:	Intermodal Service

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Intermodal through rates are single-factor through rates and apply only from, to and via the ports and points specifically stated in the individual NRA.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100:	EM-LINES LIMITED NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2:	Notice to Tariff Users

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

- 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 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’s Rules are provided free of charge to Shipper at <http://www.emotrans.com> containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings, with applicable rates and charges for the shipments subject of the NRA, and shipper’s response by e-mail or other writing (collectively “the writings”) which will constitute an offer by Carrier and acceptance by Shipper 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 thirty (30) days from the offer date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo. Carrier reserve the right to extend the terms of the NRA. Carrier’s or Carrier’s agent’s receipt of cargo for this shipment constitutes final acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper to accept the offer does not contain the legal name and address of the shipper and its affiliates agreeing to the NRA, the shipper must provide these by separate writing which shall be considered part of the NRA.
- 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).
- All origin and destination local and terminal charges shall apply to the account of the cargo whether or not included in this Rules Tariff.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100:	EM-LINES LIMITED NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2A:	Application of NRAs and Charges

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

NRAs 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 Points 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 Customs 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.

1. NRAs are stated in terms of U.S. Currency 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.

NRAs indicated by W/M 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/to Inland Points which lie beyond port terminal areas. NRAs shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) and not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. (See item 11, 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. NRAs do not include Marine Insurance, and no premiums for account of shipper may be absorbed by the Carrier.

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

5. Except as otherwise provided, NRAs apply only to the commodity named.

6. Wherever NRAs are provided for articles named, the same NRA will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific NRA are provided for such parts.

7. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the carriers under covering bill of lading, dock receipts or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbour disturbances, widespread electrical power failures effecting port operations, Acts of God including earthquakes, extreme weather conditions or other natural catastrophes, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and effecting the carriers operations, the carrier reserves the right to cancel any outstanding booking or contract of carriage, or to route shipments by any other means of transportation whether by all-water, air-water or land-water in accordance with rates, charges, rules and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to bill of lading provisions set forth in the governing bill of lading tariff that are applicable to actual routing of the cargo."

8. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge shall 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 shall be applied to the account of the cargo.

9. Types of service are provided in each individual NRA.

10. SERVICE OPTIONS:

Service options are provided in each individual NRA.

11. 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-010: Packing Requirements

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

MARKING OF FREIGHT

Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation. Each single carton, package or other separate article must be plainly and durably marked with the name and address of the shipper and the name and address of the consignee.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-020: Diversion By Carrier

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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 en-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

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule2-030: Force Majeure Clause

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the carriers under covering bill of lading, dock receipts or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbour disturbances, widespread electrical power failures effecting port operations, Acts of God including earthquakes, extreme weather conditions or other natural catastrophes, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and effecting the carriers operations, the carrier reserves the right to cancel any outstanding booking or contract of carriage, or to route shipments by any other means of transportation whether by all-water, air-water or land-water in accordance with rates, charges, rules and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to bill of lading provisions set forth in the governing bill of lading tariff that are applicable to actual routing of the cargo."

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.:

O

Rule 2-040: Container Capacity

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Containers sizes, types, temperatures and service types are indicated in each individual NRA.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.:

O

Rule 2-050: Shipper Furnished Containers

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

In lieu of the carrier furnished containers, shippers may offer cargo for ocean transportation in shipper furnished containers only if specified in the individual NRA. When shipper furnished containers are utilized the underlying Carrier's rules, authorization and charges shall apply and stipulated in the individual NRA.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-060: Measurement And Weight

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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 Centimeters and weight in KILO GRAMS.
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. Mis-description, Underweights, and Under-measurements

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. 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 reweighing, 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

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-070: Overweight Containers

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-080: Shipper's Load And Count

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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 claused, and:

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container. Carrier will not be directly or indirectly responsible for:

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

Except as otherwise 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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

A. Definition of Diversion:

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

B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading 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

024335-100:	EM-LINES LIMITED NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-100:	Mixed Shipments

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity NRA applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
2. Single shipments which consist of articles subject to two or more different NRAs, when articles subject to such different NRAs are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity NRA applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
3. Where different scales of NRAs are provided for shipments of different weights, apply on each article the NRA which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment. Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of NRAs, will be charged for at the lowest NRA applicable to any article in the shipment.
4. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity NRA applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the NRAs used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-110: Restricted Articles

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-120: Freight All Kinds (FAK)

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-130: ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Different levels of Service are 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

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-140: AES USA EXPORT SHIPMENTS

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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 Export System regulations.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-150: DOCUMENTATION FEE

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Document fees are considered origin and destination local charges and shall be applied whether or not included in this Rules Tariff or in quotations.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-160: AMS CHARGES

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Except as otherwise provided NRAs, in addition to the documentation charges currently in effect under this tariff the following will apply to all shipments to destinations in the USA:

1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non- U.S. port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. AMS charges are considered origin and destination local charges which shall apply whether or not included in this Rules Tariff or in quotations.

2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be USD \$40 per correction

3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.

4. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

5. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and U.S. Customs as follows:

If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners 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 Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.

6. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill"

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100:	EM-LINES LIMITED NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-170:	SUBMISSION OF CARGO DECLARATION DATA

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100:	EM-LINES LIMITED NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-180:	U.S. CUSTOMS RELATED CHARGES

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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.

NRA's 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

024335-100:	EM-LINES LIMITED NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-190:	FDA PRIOR NOTICE
Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013	

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 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 agencies 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 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED -D/B/A- -
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-200: Cargo Roll-Over Fee

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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.

A Cargo Roll-Over Fee of \$200.00 shall be charged.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-210: Free Time Detention / Demurrage / Storage

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Goods received at break-bulk terminal, CFS or CY are subject to free time and detention, demurrage, or storage provisions of the appropriate port terminal tariff or ocean common carrier 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 shall be as follows:

Export: Per diem, free time for export is 5 working days from pick up of equipment, thereafter USD 150.00 per day

Import: Demurrage, free time shall be 5 working days from availability of equipment at the port, thereafter USD 150.00 per day.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 3: Rate Applicability Rule

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 4: Heavy Lift

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 5: Extra Length

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 6: Minimum Bill of Lading Charges

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

None

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 7: Payment of Freight Charges

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

A. CURRENCY

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. 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 8: Bill(s) of Lading Front/Face

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Carrier's bill of lading, Front and Back provided herein:

[RETURN TO TABLE OF CONTENT](#)



BILL OF LADING

SHIPPER		REFERENCE NO.	CARRIER BOOKING NO.
CONSIGNEE - (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)		FORWARDING AGENT - Reference#	POINT AND COUNTRY OF ORIGIN
NOTIFY PARTY		TO OBTAIN DELIVERY, CONTACT	
PIER	PLACE OF RECEIPT by PRE-CARRIER		
VESSEL AND VOYAGE NUMBER	PORT OF LOADING		
PORT OF DISCHARGE	PLACE OF DELIVERY		

SAMPLE BILL OF LADING

Mrks & Nos/Container	Container Type	Description of Cargo	Gross Weight	Measurement

These commodities, technology or software were exported from the United States in accordance with the export administrative regulations. Diversion contrary to U.S. law prohibited.

SHIPPER DECLARED VALUE \$ _____
 If Shippers enter a value, Carrier's package limitation of liability does not apply and the ad valorem rate will be charged. No value shall be deemed declared unless specifically approved in writing by the Carrier or his agent on the face of this B/L and extra freight actually paid. See clause 29 on the reverse side of this bill of lading.

NOEEI: 30.37(e)
 Received by the Carrier in apparent good order and condition unless otherwise indicated hereon the Container(s) and/or goods hereinafter mentioned to be transported and/or otherwise forwarded from the Place and receipt to the intended Place of Delivery upon and subject to all the terms and conditions appearing on the face and back of this Bill of Lading. If negotiable, Carrier requires this bill of lading duly endorsed be surrendered in exchange for the goods or delivery order. If non-negotiable this bill of lading duly endorsed must be surrendered in exchange for the Goods or delivery order if required by the carrier.

Note: EM-Lines Limited is not a shipowner or operator, nor is it a road hauler. It will arrange and procure the movement and carriage of the goods hereinafter mentioned by making use of the services of sub-contractors

IN WITNESS WHEREOF THE CARRIER BY ITS AGENT HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED THE OTHERS TO STAND VOID

Number of Original Bills of Lading	Place and Date of Issue
------------------------------------	-------------------------

BILL OF LADING No. _____

BILL OF LADING - TERMS AND CONDITIONS

- 1. (a) To and From non-United States Ports. As far as this Bill of Lading covers the carriage of Goods by sea and from non-United States ports... (b) To or From United States Ports. If the Carrier called for in this Bill of Lading is a shipment to or from the United States... (c) Other Applicable Laws. The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, the limitation of and exclusion of liability... 2. In this Bill of Lading (i) "Carrier" means EM-Lines Limited for China-U.S. trade lane... (ii) "Cargo" means... (iii) "Participating Carrier" means... 3. As given to all rights, privileges and limitations of and exonerations from liability granted to the ocean carrier under this Bill of Lading... (a) If loss of damage occurs while the goods or packages are in the custody of the ocean carrier... (b) If loss of damage occurs after receipt of the Goods or packages hereunder... (c) Notice of loss or damage and claim against the ocean Carrier... 4. The Merchant warrants that in agreeing to the Terms and Conditions hereof... (a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any

- and all duties whatsoever under-taken by the Carrier in relation to the Goods. (b) As to through transportation, the Carrier undertakes to procure such facilities and accommodations as may be required for the carriage of any mode of land, sea or air transportation and to arrange participation by other Carriers to accomplish the combined transport from place of receipt to place of delivery... 8. The Carrier shall be entitled but under no obligation to open any Container at any time and to inspect the contents unless applicable law prohibits same... 9. Carrier may maintainize any Goods or packages. Containers may be stowed on deck or under deck... 10. Deck cargo (except goods carried in containers on deck) and live animals are received and carried under the Merchant's risk... 11. Special containers with heating or refrigeration units will not be furnished unless contracted for expressly in writing... 12. The scope of the voyage herein contracted for shall include usual or customary or advertised ports of call... 13. In the event of the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatever kind which cannot be avoided by the exercise of reasonable endeavors... 14. If the Carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the Goods at a specified dock or place, it is mutually agreed between the Carrier and the Merchant that the Carrier shall make such delivery only if, in the sole judgment of the Carrier, the vessel can get to, be at, and leave said dock or place, always safely afloat, and only if such dock or place is available for immediate receipt of the Goods... 15. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the Carrier, without giving notice of arrival... 16. At ports or places where, by local law, authorities, or custom, the Carrier is required to discharge cargo to lighter or other craft, or where it has been so agreed, or where wharves are not available which the ship can get to, be at or leave, always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely to delay the vessel... 17. The Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract of carriage... 18. Whenever the Carrier or Master may deem it advisable, in any case where goods are destined for port(s) or place(s) at which the vessel or participating carriers will not call, the Carrier, may without notice, forward the whole or any part of the cargo to any other port or place of loading, or to other port or place or to any other place even though outside the scope of the voyage or route to or beyond the port of discharge or the destination of the Goods... 19. In any situation whatsoever and wherever occurring whether existing or arising from any cause, the carrier, in the contract of carriage, being on the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage of loss to the Carrier of any part of the cargo... 20. Nowwithstanding the foregoing, the Carrier shall neither be liable there-for, nor concluded as to the correctness of any such marks, descriptions or representations. When any cargo unit owned or leased by the Carrier is packed or loaded by shipper or its agent, or discharged by consignee or its agent, shipper, consignee, receiver, holder of this Bill of Lading, owners of the Goods and person entitled to the proceeds of the Goods, such party shall be held to be the party who caused damage to the cargo unit during such loading or discharge, however occurring, until the cargo unit is returned to the Carrier's custody and, at tariff rates, for any delay or loss of time incurred by the Carrier as a result of the failure to return the cargo unit to the Carrier in the same, sound condition and state of cleanliness as when received by shipper... (Where a cargo unit is to be unpacked or unloaded by consignee or its agent, consent and approval of the carrier, in writing, is required...)

- used at the time by the Carrier performing such transport or forwarding. 21. When containers, vans, trailers, transportable tanks, flats, palletized units, and other units are used, the Goods shall be loaded on, stored in or transported on, packed or loaded by Carrier, such cargo units shall be deemed shipped as "Shipper's weight, load and count." Carrier has no reasonable means of checking the quantity, weight, condition or existence of such contents, as furnished by the shipper and inserted in this Bill of Lading... 22. The Merchant, whether principal or agent, by packing or loading such cargo unit and/or delivering the cargo unit to the carrier, and by its signature of the bill of lading and warrants (a) that the Goods are properly described, marked and safely packed in their respective cargo units, that such cargo units are physically suitable, sound and strong for the purpose intended, and that the goods are properly loaded, stowed, lashed and secured on and the transport and that the cargo units may be handled in the ordinary course without damage to themselves or to their contents, or to the vessel or conveyance or other property or to the person, property or goods on, in or about the vessel... 23. Freight shall be payable, at Carrier's option, on actual gross intake weight or measurement or on actual gross discharge weight or measurement or on a value or net weight basis... 24. Carrier shall not be liable for any consequential or special damages... 25. The weight or quantity of any bulk cargo inserted in this Bill of Lading is the weight or quantity as ascertained by a third party other than the Carrier and Carrier makes no representation with regard to the accuracy thereof... 26. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such loss or damage is caused by the design or neglect of its equipment... 27. If the vessel comes into collision with another vessel as a result of fault or negligence of the other vessel and any act, neglect or default of the Carrier, Master, mate, crew, or the management of the vessel, the Merchant will 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 cargo, or of the Carrier, or of the Merchant, payable by the other or non-carrying vessel or her owners to the Merchant and set-off, 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, opera-tors or those in charge of vessels or objects other than, or in addition to the carrying vessel or vessel or objects are at fault in respect of a collision, contact, stranding or other accident. This provision is to remain in effect in other jurisdictions even if unenforceable in the Courts of the United States of America. 28. General average shall be adjusted, stated and settled according to York Antwerp Rules (revising Rules of 1924) as amended, but subject to modification by the Carrier and as to matters not provided for by these Rules, according to the laws and usages of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate of exchange prevailing on the last day of the month of the date of final discharge of such damaged cargo from the ship... 29. LIMITATION OF LIABILITY: insofar as loss of or damage to or in connection with the Goods is caused during the carriage of the Goods by sea, such compensation shall be calculated as follows: A. Where the Hague-Visby Rules apply hereunder by national law, the limit of liability shall be the sum of SDR per kilo of net weight... B. Where Carriage includes Carriage to, from or through a port in the United States of America and the limit of liability shall be the sum of the value of clauses 2, Carrier shall not in any event be or become liable in an amount exceeding US\$500 per Package or customary freight. C. AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT: If the Shipper desires to be covered for a value in excess of the above limit of liability, he must so indicate on the Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading on the front of the Bill of Lading, covering such shipment... IF NO LIMITATION AMOUNT IS APPLICABLE UNDER ANY OF THE ABOVE RULES OR LEGISLATION, THE LIMITATION SHALL BE US\$500 PER PACKAGE OR CUSTOMARY FREIGHT UNIT. Where containers, vans, trailers, transportable tanks, flats, palletized units and other units are used, the Goods shall be loaded on, stored in or transported on, packed or loaded by Carrier, such cargo units shall be deemed shipped as "Shipper's weight, load and count." Each individual container, van, trailer, transportable tank, palletized unit and other such package including in each instance its contents, shall be deemed a single package and Carrier's liability, limited to \$500 with respect to each such package. 30. As to loss or damage to the Goods or packages occurring or presumed to have occurred during ocean voyage, unless notice of loss of or damage and the general nature of it be given in writing to the Carrier or its agent at the port of delivery before or at the time of the removal of the Goods or packages into the custody of the person entitled to delivery thereunder this Bill of Lading or, if the loss or damage be not apparent within three consecutive days after delivery at the port of discharge, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods or packages as described in this Bill of Lading. 31. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean voyage, the Carrier and the vessel shall be discharged from all liability in respect of loss, damage, misdelivery, delay or in respect of any other breach of this contract and any claim whatsoever with respect to the Goods or packages, unless suit is brought within one year after delivery of the Goods or packages or the date when the Goods or package should have been delivered. Suit shall not be deemed brought unless jurisdiction shall have been obtained over the Carrier and/or the vessel by service of process by or an agreement to appear. 32. Gold, silver, specie, bullion or other valuables, including those named or described in Sec. 4281 of the Revised Statutes of the United States, which were not received by the Carrier unless their true character and value are disclosed to the Carrier and a special written agreement therefor has been made in advance, will not, in any case, be loaded or landed by the Carrier. No such valuables shall be considered received by or delivered to the Carrier until brought aboard the ship by the owner or his agent or by the Carrier in a written receipt and signed by the Master or other officer in charge. Such valuables will only be delivered by the Carrier aboard the ship on presentation of bills of lading properly endorsed and upon such condition or board the Carrier's responsibility shall cease and delivery is not taken properly after the ship's arrival at the port of discharge, the goods may be retained aboard or landed or carried on, solely at the risk and expense of the goods. 33. It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the cargo, and acknowledgement of receipt of the Goods in apparent good order and condition is not representation that such conditions of rust, oxidation and the like did not exist on receipt. 34. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or exemption from, or limitation of, liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. This Bill of Lading shall be deemed to have been made in New York, New York. Merchant agrees that any suits against the Carrier shall be brought in the U.S. District Court for the Southern District of New York. The terms of this Bill of Lading shall be deemed to be subject to the laws of the United States of America, and shall not affect the validity or enforceability of any other part or term hereof.

- associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsoever, unless such loss or damage is caused by the design or neglect of its equipment... 27. If the vessel comes into collision with another vessel as a result of fault or negligence of the other vessel and any act, neglect or default of the Carrier, Master, mate, crew, or the management of the vessel, the Merchant will 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 cargo, or of the Carrier, or of the Merchant, payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier... 28. General average shall be adjusted, stated and settled according to York Antwerp Rules (revising Rules of 1924) as amended, but subject to modification by the Carrier and as to matters not provided for by these Rules, according to the laws and usages of New York... 29. LIMITATION OF LIABILITY: insofar as loss of or damage to or in connection with the Goods is caused during the carriage of the Goods by sea, such compensation shall be calculated as follows: A. Where the Hague-Visby Rules apply hereunder by national law, the limit of liability shall be the sum of SDR per kilo of net weight... B. Where Carriage includes Carriage to, from or through a port in the United States of America and the limit of liability shall be the sum of the value of clauses 2, Carrier shall not in any event be or become liable in an amount exceeding US\$500 per Package or customary freight... C. AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT: If the Shipper desires to be covered for a value in excess of the above limit of liability, he must so indicate on the Bill of Lading form... IF NO LIMITATION AMOUNT IS APPLICABLE UNDER ANY OF THE ABOVE RULES OR LEGISLATION, THE LIMITATION SHALL BE US\$500 PER PACKAGE OR CUSTOMARY FREIGHT UNIT... 30. As to loss or damage to the Goods or packages occurring or presumed to have occurred during ocean voyage, unless notice of loss of or damage and the general nature of it be given in writing to the Carrier or its agent at the port of delivery before or at the time of the removal of the Goods or packages into the custody of the person entitled to delivery thereunder this Bill of Lading or, if the loss or damage be not apparent within three consecutive days after delivery at the port of discharge, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods or packages as described in this Bill of Lading. 31. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean voyage, the Carrier and the vessel shall be discharged from all liability in respect of loss, damage, misdelivery, delay or in respect of any other breach of this contract and any claim whatsoever with respect to the Goods or packages, unless suit is brought within one year after delivery of the Goods or packages or the date when the Goods or package should have been delivered. Suit shall not be deemed brought unless jurisdiction shall have been obtained over the Carrier and/or the vessel by service of process by or an agreement to appear. 32. Gold, silver, specie, bullion or other valuables, including those named or described in Sec. 4281 of the Revised Statutes of the United States, which were not received by the Carrier unless their true character and value are disclosed to the Carrier and a special written agreement therefor has been made in advance, will not, in any case, be loaded or landed by the Carrier. No such valuables shall be considered received by or delivered to the Carrier until brought aboard the ship by the owner or his agent or by the Carrier in a written receipt and signed by the Master or other officer in charge. Such valuables will only be delivered by the Carrier aboard the ship on presentation of bills of lading properly endorsed and upon such condition or board the Carrier's responsibility shall cease and delivery is not taken properly after the ship's arrival at the port of discharge, the goods may be retained aboard or landed or carried on, solely at the risk and expense of the goods. 33. It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the cargo, and acknowledgement of receipt of the Goods in apparent good order and condition is not representation that such conditions of rust, oxidation and the like did not exist on receipt. 34. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or exemption from, or limitation of, liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. This Bill of Lading shall be deemed to have been made in New York, New York. Merchant agrees that any suits against the Carrier shall be brought in the U.S. District Court for the Southern District of New York. The terms of this Bill of Lading shall be deemed to be subject to the laws of the United States of America, and shall not affect the validity or enforceability of any other part or term hereof.

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 9: Freight Forwarder Compensation

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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 individual NRAs, if any.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 10: Surcharges and Arbitraries

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

All surcharges are identified in each individual NRA and shall apply to the account of the cargo.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 11: Minimum Quantity Rates

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

When two or more NRAs 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 NRA specifying a required minimum quantity either weight or measurement per container or in containers and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower NRA if, the weight or measurement declared for rating purposes is increased to the minimum level.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 12: Ad Valorem Rates

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

A. The liability of the Carrier as to the value of shipments 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 13: Transshipment

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 14: Co-Loading in Foreign Commerce

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

(1) From time-to-time, Carrier enters into carrier-to-carrier relationships for co-loading of cargo with the following licensed/registered NVOCCs:

(2) 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.

(3) 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.

(4) Carrier as part of the NRA process shall annotate in a clear and legible manner on each bill of lading where the identity of any other NVOCC may be located in its Rules Tariff to which the shipment has been tendered for co-loading.

(5) Co-loading rates. 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

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 15: Open Rates in Foreign Commerce

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 16: Hazardous Cargo

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, NRA; except where a specific NRA is provided for in this tariff.

B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.

C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, W1V, OAE, England as listed below:

1 - Explosives

2 - Gasses; Compressed, liquefied or dissolved under pressure; Inflammable Liquids; Inflammable Solids

5 - Oxidizing Substances and organic peroxide

4 - Poison and infectious substance

5 - Radioactive substance

6 - Corrosives

7 - Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)

8 - Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. - 600, ICC No. B.O.E. - 600, FMC F No. 2B

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 17: Green Salted Hides in Foreign Commerce

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 18: Returned Cargo in Foreign Commerce

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 19: Shippers Requests in Foreign Commerce

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Shipper request 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

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 20: Overcharge Claims

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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 mis-declaration of commodity.

B. Overcharges

For purpose of uniformity in handling claims for excess measurements, refunds will only be made as follows:

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

In cases of claims by shipper of overcharge in weight certified invoice or weighers 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.

Claim's 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 21: Use of Carrier Equipment

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 22: Automobile Rates in Domestic Offshore Commerce

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 23: Carrier Terminal Rules and Charges

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Carrier does not operate terminals at origin or destination. Except as otherwise provided in each individual NRA, all shipments will be subject to the origin and destination terminal and local charges assessed by the underlying ocean carrier, including demurrage charges, whose vessel will be clearly identified on bills of lading. All charges assessed shall be for the account of the cargo.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 23-01: Destination Terminal Handling Charges

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 520 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, of 1984 or penalty assessed pursuant to Section 13 of the Act.

2. Bond No. 8821662

3. Issued By: Lexon Insurance Company

B. 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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 §§ 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

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 26: Reserved

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

RESERVED FOR FUTURE USE

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100:	EM-LINES LIMITED NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 27:	Loyalty Contracts in Foreign Commerce

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100:	EM-LINES LIMITED NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 28:	Definitions

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 EM-LINES LIMITED, a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC Organization No. 024335.

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 – UN-STUFFING - 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

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

EXPLANATION OF ABBREVIATIONS

A	Increase	KDF	Knocked Down Flat
Ad Val	Ad Valorem	Kilos	Kilograms
AI	All Inclusive	K/T	Kilo Ton
BF	Board Foot or Board Feet	LCL or LTL	Less than Container Load
B/L	Bill of Lading	LS	Lump Sum
BAF	Bunker Adjustment Factor	L/T	Long Ton (2240 Lbs)
BM	Board Measurement	M	Measure
C	Change in tariff Item	Max	Maximum
CAF	Currency Adjustment Factor	MBF or MBM	1,000 Feet Board Measure
CBM, CM or M3	Cubic Meter	Min	Minimum
CC	Cubic Centimeter	MM	Millimeter
CFS	Container Freight Station	MQC	Minimum Quantity Commitment
CFT	Cubic Foot or Cubic Feet	N/A	Not Applicable
CLD	Chilled	NRA	Negotiated Rate Arrangements
CM	Centimeter	NSA	NVOCC Service Arrangements
CU	Cubic	NHZ	Non-Hazardous
CWT	Cubic Weight	OT	Open Top
CY	Container Yard	P	Pier
D	Door	Pkg	Package or Packages
DDC	Destination Delivery Charge	R	Reduction
E	Expiration	RE	Reefer / Refrigerated
ET	Essential Terms	R/T	Revenue Ton
FAK	Freight All Kinds	RY	Rail Yard
FAS	Free Alongside Ship	SL&C	Shipper's Load and Count
FB	Flat Bed	Sq. Ft	Square Foot or Square Feet
FCL	Full Container Load	S/T	Short Ton (2000 lbs.)
FEU	Forty Foot Equivalent Unit	SU or S/U	Set Up
FI	Free In	TEU	Twenty Foot Equivalent Unit
FIO	Free In and Out	THC	Terminal Handling Charge
FIOS	Free In, Out and Stowed	TRC	Terminal Receiving Charge
FO	Free Out	USA	United States of America
FOB	Free On Board	USD	United States Dollars
FMC	Federal Maritime Commission	VEN	Ventilated
FR	Flat Rack	VIZ	Namely
Ft	Feet or Foot	VOL	Volume
H	House	W	Weight
HAZ	Hazardous	W/M	Weight/Measure
I	New or Initial Tariff Matter		RETURN TO TABLE OF CONTENT
K/D	Knocked Down		

Tariff Rule Information

024335-100: EM-LINES LIMITED
NRA RULES TARIFF NO. 100
Amendment No.: O
Rule 30: Access to Tariff Information

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

This tariff is published on the Internet web site of EM-Lines Limited at www.emotrans.com.
Interested parties should contact Stacie Countryman by email at Stacie.Countryman@em-lines.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

024335-100:	EM-LINES LIMITED
Amendment No.: O	NRA RULES TARIFF NO. 100
Rule 31-200:	Reserved for Future Use

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

Rules 31-200 reserved for future use.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

024335-100: EM-LINES LIMITED
 NRA RULES TARIFF NO. 100
Amendment No.: O
Rule 201: NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Effective: 08MAR2013 Thru: NONE Expires: NONE Publish: 08MAR2013

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
