

FMC No. 024335

NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATE: 10JUN2019

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EXPIRATION DATE:

CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

TARIFF No. 101

NRA GOVERNING RULES TARIFF

NAMING RULES AND REGULATIONS ON CARGO MOVING

IN CONTAINERS AND BREAKBULK

BETWEEN

U.S. PORTS AND POINTS

AND

WORLD PORTS AND POINTS

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

Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements (“NRAs”) and may also opt to utilize NVOCC Service Arrangement (“NSAs”). NRA means the written and binding arrangement between an NRA shipper or consignee 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 NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a signed agreement; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **“THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”** The effective date of the NRA shall be the date of Carrier’s receipt of Shipper’s and/or Consignee’s acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. 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). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

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Tariff Rule Information

TARIFF DETAILS

Tariff Number: **101**
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**
EFFECTIVE: 10JUN2019
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TARIFF TYPE: GOVERNING NRA RULES TARIFF
CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

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Tariff Rule Information

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EM-LINES LIMITED

NRA RULES TARIFF NO. 101 - Between (US and World)

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Rule 1: Scope

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

U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD
Boston, MA
Chester, PA
Charleston, SC
Jacksonville, FL
Miami, FL
New York, NY
Newark, NJ
Norfolk VA
Philadelphia, PA
Savannah, GA
Wilmington, NC

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

Houston, TX
Galveston, TX
New Orleans, LA
Tampa, FL
Mobile, AL

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

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

GREAT LAKES BASE PORTS

Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

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

B. INTERMODAL SERVICE

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

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

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Rule 1-A:

Worldwide Ports and Points

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

AFGHANISTAN	EGYPT	KUWAIT	SENEGAL
ALBANIA	EL SALVADOR	LAOS	SEYCHELLES
ALGERIA	EQUATORIAL GUINEA	LEBANON	SIERRA LEONE
AMERICAN SAMOA	ETHIOPIA	LESOTHO	SINGAPORE
ANDORRA	EUROPA ISLAND	LIBERIA	SOLOMON ISLANDS
ANGOLA	FALKLAND ISLANDS	LIBYA	SOMALIA
ANGUILLA	(ISLAS MALVIN	LIECHTENSTEIN	SOUTH AFRICA
ANTARCTICA	FAROE ISLANDS	LUXEMBOURG	SOUTH GEORGIA AND
ANTIGUA AND BARBUDA	FEDERATED STATES OF	MACAU	THE SOUTH SA
ARGENTINA	MICRONESIA	MADAGASCAR	SPAIN
ARUBA	FIJI	MALAWI	SPRATLY ISLANDS
ASHMORE AND CARTIER	FINLAND	MALAYSIA	SRI LANKA
ISLANDS	FRANCE	MALDIVES	ST HELENA
AUSTRALIA	FRENCH GUIANA	MALI	ST KITTS AND NEVIS
AUSTRIA	FRENCH POLYNESIA	MALTA	ST LUCIA
BAHAMAS THE	FRENCH SOUTHERN AND	MAN ISLE OF	ST PIERRE AND
BAHRAIN	ANTARCTIC	MARSHALL ISLANDS	MIQUELON
BAKER ISLAND	GABON	MARTINIQUE	ST VINCENT AND THE
BANGLADESH	GAMBIA THE	MAURITANIA	GRENADINES
BARBADOS	GAZA STRIP	MAURITIUS	SUDAN
BASSAS DA INDIA	GERMANY	MAYOTTE	SURINAME
BELGIUM	GHANA	MEXICO	SV ALBARD
BELIZE	GIBRALTAR	MIDWAY ISLANDS	SWAZILAND
BENIN	GLORIOSO ISLANDS	MONACO	SWEDEN
BERMUDA	GREECE	MONGOLIA	SWITZERLAND
BHUTAN	GREENLAND	MONTERRAT	SYRIA
BOLIVIA	GRENADA	MOROCCO	TAIWAN
BOTSWANA	GUADELOUPE	MOZAMBIQUE	TANZANIA UNITED
BOUVET ISLAND	GUAM	NAMIBIA	REPUBLIC OF
BRAZIL	GUATEMALA	NAURU	THAILAND
BRITISH VIRGIN ISLANDS	GUERNSEY	NAVASSA ISLAND	TOGO
BRUNEI	GUINEA	NEPAL	TOKELAU
BULGARIA	GUINEA BISSAU	NETHERLANDS	TONGA
BURKINA	GUYANA	NETHERLANDS ANTILLES	TRINIDAD AND TOBAGO
BURMA	HAITI	NEW CALEDONIA	TROMELIN ISLAND
BURUNDI	HEARD ISLAND AND	NEW ZEALAND	TRUST TERRITORY OF
CAMBODIA	MCDONALD ISLA	NICARAGUA	THE PACIFIC
CAMEROON	HONDURAS	NIGER	TUNISIA
CANADA	HONG KONG	NIGERIA	TURKEY
CAPE VERDE	HOWLAND ISLAND	NIUE	TURKS AND CAICOS
CAYMAN ISLANDS	HUNGARY	NORFOLK ISLAND	ISLANDS
CENTRAL AFRICAN	ICELAND	NORTHERN MARIANA	TUVALU
REPUBLIC	INDIA	ISLANDS	UGANDA
CHAD	INDONESIA	NORWAY	UNION OF SOVIET
CHILE	IRAN	OMAN	SOCIALIST REPU
CHINA	IRAQ	PAKISTAN	UNITED ARAB EMIRATES
CHRISTMAS ISLAND	IRELAND	PALMYRA ATOLL	UNITED KINGDOM
CLIPPERTON ISLAND	ISRAEL	PANAMA	URUGUAY
COCOS (KEELING)	ITALY	PAPUA NEW GUINEA	USA
ISLANDS	IVORY COAST	PARACEL ISLANDS	VANUATU
COLOMBIA	JAMAICA	PARAGUAY	VATICAN CITY
COMOROS	JAN MAYEN	PERU	VENEZUELA
CONGO	JAPAN	PHILIPPINES	VIETNAM
COOK ISLANDS	JARVIS ISLAND	PITCAIRN ISLANDS	VIRGIN ISLANDS
CORAL SEA ISLANDS	JERSEY	POLAND	WAKE ISLAND
COSTA RICA	JOHNSTON ATOLL	PORTUGAL	WALLIS AND FUTUNA
CUBA	JORDAN	PUERTO RICO	WEST BANK
CYPRUS	JUAN DE NOVA ISLAND	QATAR	WESTERN SAHARA
CZECHOSLOVAKIA	KENYA	REUNION	WESTERN SAMOA
DENMARK	KINGMAN REEF	ROMANIA	YEMEN
DJIBOUTI	KIRIBATI	RWANDA	YUGOSLAVIA
DOMINICA	KOREA DEMOCRATIC	SAN MARINO	ZAIRE
DOMINICAN REPUBLIC	PEOPLES REP	SAO TOME AND PRINCIPE	ZAMBIA
ECUADOR	KOREA REPUBLIC OF	SAUDI ARABIA	ZIMBABWE

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Rule 9: Freight Forwarder Compensation

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Carrier may from time-to-time pay forwarding 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, as specified in each individual NRA.

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Rule 10: Surcharges, Assessorial and Arbitraries

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

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Rule 10-A: Surcharges, Assessorial and Arbitraries

Effective: 10JUN2019 Thru: NONE Expires: NONE Publish: 10JUN2019

Ocean carriers whose vessels will be traveling through designated Emission Control Areas (ECA), which may also be designated as China's Emission Control Areas, or by other designations, will be required to use fuel with sulfur content of 0.1% or less, a substantial decrease from the 1.0% concentration fuel currently used in maritime shipping. These areas include the Baltic Sea, English Channel, North Sea, and 200 nautical miles off of U.S. and Canadian coasts, and all cargoes originating from Europe destined to all ports in China, including Hong Kong, and Taiwan (including inland destinations). The surcharge may be termed differently by ocean carriers but the main ingredient in common is that the surcharges are related to the increased price of bunker fuels surcharges. Carrier will be passing these charges to shippers pursuant to this Rule, and if a Negotiated Rate Arrangement has been utilized, these surcharges shall be passed on to shippers pursuant to 46 C.F.R. §532.5 (d) (2)(ii).

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Rule 11: Minimum Quantity Rates

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Carrier may charge minimum quantity rates as specified in each individual NRA.

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Rule 12: Ad Valorem Rates

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A. The liability of the Carrier as to the value of shipments shall be determined in accordance with the clause(s) of the Carrier's 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.

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.

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Rule 13: Transshipment

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Not Applicable.

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Rule 14: Co-Loading in Foreign Commerce

Effective: 10JUN2019 Thru: NONE Expires: NONE Publish: 10JUN2019

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

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

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Rule 15: Open Rates in Foreign Commerce

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Not Applicable.

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Rule 16: Hazardous Cargo

Effective: 10JUN2019 Thru: NONE Expires: NONE Publish: 10JUN2019

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

1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier;
2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities;
3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier cannot provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is not in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.
5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:

Classes A and B Explosives
Radioactive Substances (IMCO Class No. 7)

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

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024335 EM-LINES LIMITED
 NRA RULES TARIFF NO. 101 - Between (US and World)
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 Rule 16-A: Ocean Carriers Hazardous Cargo Penalties
 Effective: 10JUN2019 Thru: NONE Expires: NONE Publish: 10JUN2019

Ocean carriers are imposing substantial penalties with regard to the following acts with respect to the transportation of hazardous cargo commencing after full container gate-in at origin until delivered to the consignee at destination:

- Mis-declaring hazardous cargo for any reason;
- Not declaring hazardous cargo;
- Booking and declaring a commodity is "Non-Hazardous cargo" while commodity identified is 'Hazardous cargo';
- Booking and declaring commodity is Hazardous cargo with incorrect IMO Class or UN No.;
- Informing ocean carrier to amend cargo property, from dry cargo to hazardous cargo;
- Informing ocean carrier to modify or add IMO/UN No.;
- Identification from the Maritime Safety Administration of China, or any other governmental department authority to confirm the mis-declaration;
- Amendment of commodity character or IMO/UN No. on booking information, shipping instructions and bills of lading; and
- Untimely, incorrect and incomplete commodity and cargo property declarations made to Carrier or any other acts, statements, omissions by shipper upon which Carrier relied which results in any penalty to Carrier by ocean carriers for the matters identified directly or impliedly in this Rule are shipper's liability;

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Rule 17: SOLAS Regulations

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1. We understand that the SOLAS requirements (Chapter VI Regulation 2, at: <http://www.imo.org/en/OurWork/Safety/Cargoes/Containers/Documents/MSC.1%20Circ.1475.pdf>) require the packed containers' Verified Gross Mass (VGM) to be submitted prior to stowage aboard a vessel. It is herewith agreed that reporting of the correct VGM details is our sole responsibility. We understand that non-compliance herewith will bar the vessel operator from loading a packed container onto the intended vessel, and we undertake that the information provided herein by us is true and accurate for compliance with SOLAS requirements. EM-Lines Limited is not responsible for the accuracy of the tare weight information of any equipment provided by the vessel operator or shipping line.
2. We declare that the VGM of packed container(s) declared in this form was obtained in accordance with Method 1 or Method 2 as stipulated in the SOLAS Chapter VI Regulation 2 and the applicable law of the State of the loading port.
3. We understand that EM-Lines Limited will rely on the accuracy of the VGM details furnished by us and that EM-Lines Limited will tender such details to the vessel operator or any other entity which requires or relies upon this information. In case the VGM details are not made available timely or are not accurate, EM-Lines Limited will not be allowed to load the container(s) on board of the planned vessel. A subsequent delay of the shipment might occur and non-compliance may result in additional costs for but not limited to stevedoring, transportation, storage, weighing as well as penalties and/or administrative charges.
4. We undertake to comply with SOLAS Chapter VI Regulation 2 and agree to indemnify and will hold EM-Lines Limited harmless from and against all liabilities, damages, claims suits, actions, losses, fines, penalties, associated costs and additional costs arising from inaccurate, incomplete or delayed VGM details and from non-compliance with SOLAS requirements.

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Rule 18: Returned Cargo in Foreign Commerce

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

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Rule 19: Shippers Requests in Foreign Commerce

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

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Rule 20: Overcharge Claims

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A. Bill of Lading Commodity Description. Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the 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 or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. Any claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, within three years of the date of cause of action occurs.

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Tariff Rule Information

024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 101
AMENDMENT NO. 1
Rule 30: Access to Tariff Information

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Tariff Rule Information

024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 101
AMENDMENT NO. O
Rule 31-200: Reserved for Future Use

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Rules 31-200 reserved for future use.

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