

FMC ORG No. 024335**NON-VESSEL OPERATING COMMON CARRIER****EFFECTIVE DATE: 22JAN2025****PUBLISHED DATE: 22JAN2025****EXPIRATION DATE:****CONTROLLED CARRIER STATUS: NONE**

TITLE PAGE

TARIFF No. 102

SUPERSEDE EM-LINES LIMITED 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 Ocean Transportation Intermediary Non-Vessel Operating Common Carrier (NVOCC) at the Federal Maritime Commission (FMC), operating under FMC license number 024335N and organization number 024335.

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, 532, 541, OSRA 2022 and FMC 2024 Final Rule Making. 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: **102**
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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

FMC NO. 024335

EM-LINES LIMITED

NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Table of Contents

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

[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 2-015 – Rerouting of Vessels & other Charges related to](#)

[Red Sea Activities at Canals and Waterways](#)

[Rule 2-020 – Diversion by Carrier](#)

[Rule 2-030 – Booking Cancellation-No-Show Fee](#)

[Rule 2-035 – Ocean Carrier Spot Pricing, Congestion Fees,](#)

[Revenue Recovery Surcharges, Space Arrangement Fees](#)

[Rule 2-035A – Ocean Carrier Surcharges and General Rate](#)

[Increases Pass-Throughs & 3rd Party Invoices](#)

[Rule 2-040 – Container Capacity](#)

[Rule 2-045 – Port of LA & LB Container Excess Dwell Fees](#)

[Rule 2-050 – Shipper Furnished Container](#)

[Rule 2-060 – Measurement and Weight](#)

[Rule 2-070 – Overweight Containers](#)

[Rule 2-080 – Shipper’s Load & Count](#)

[Rule 2-090 – Diversion by Shipper or Consignee](#)

[Rule 2-100 – Security Fees](#)

[Rule 2-110 – Restricted Articles](#)

[Rule 2-120 – Freight All Kinds](#)

[Rule 2-130 - Alternate Rate Service](#)

[Rule 2-140 – AES USA Export Shipments](#)

[Rule 2-150 – Documentation Fee](#)

[Rule 2-160 – AMS Charges](#)

[Rule 2-170 – Submission Cargo Declaration Data](#)

[Rule 2-180 – U.S. Customs Related Charges](#)

[Rule 2-190 – Lien Notice](#)

[Rule 2-200 – Cargo Roll-Over](#)

[Rule 2-205 - Reserved](#)

[Rule 2-210 – Demurrage & Detention Tariff SOPs](#)

[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](#)

[Rule 10-A – Low Sulfur Surcharge](#)

[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 16-A – Ocean Carriers Hazardous Cargo Penalty](#)

[Rule 17 – SOLAS Regulations](#)

[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 – Issuance of House Bill of Lading](#)

[Rule 27 – Loyalty Contracts](#)

[Rule 28 – Definitions](#)

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

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

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

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

[Terms](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
AMENDMENT NO. 0 NRA RULES TARIFF NO. 102 - Between (US and World)
Rule 1: Scope

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335

EM-LINES LIMITED

NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. 0

Rule 1-A:

Worldwide Ports and Points

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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	SVALBARD
BELIZE	GIBRALTAR	MIDWAY ISLANDS	SWAZILAND
BENIN	GLORIOSO ISLANDS	MONACO	SWEDEN
BERMUDA	GREECE	MONGOLIA	SWITZERLAND
BHUTAN	GREENLAND	MONTSERRAT	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 REPUB
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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 1-B: Intermodal Service

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Intermodal through rates applies between points in the U.S. and worldwide destinations.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2: Notice to Tariff Users

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Carrier has opted 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 written acceptance of the NRA; (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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2A: Application of NRAs and Charges

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight. NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo. NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA. Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any 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. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.
4. NRAs do not include Marine Insurance or Consular fees.
5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.
6. Unless otherwise specified, when NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
7. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
9. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."
10. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.
11. TYPES OF SERVICE PROVIDED
CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.

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

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

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

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

12. SERVICE OPTIONS:

a. The following service types are available and pertain to rates contained in this tariff.

Container Yard (Y)

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

Container Freight Station (S)

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

Door (D)

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

Ocean Port (O)

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

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

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

IPI Service, from Asia to USA

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

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

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

RIPi Service, from Asia to USA

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

13. ADVANCED CHARGES

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335

EM-LINES LIMITED

NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-010:

Packing Requirements

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

1. 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 reasonably necessary for protection and safe transportation.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
3. Gross weight in pounds, and/or Kos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335

EM-LINES LIMITED

NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-015:

Rerouting of Vessels and other Charges related to Red Sea Activities & Activities at Canals & Waterways

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

1. Merchant acknowledges that for certain transport the underlying vessel will generally travel through certain waterways, including the Red Sea Region, the Panama Canal, and the Suez Canal, where the underlying ocean common carrier has deemed the most convenient route to the discharge port. Merchant acknowledges that there are current risks that any such Waterway may be blocked, closed, attacked by hostile forces or that the vessel may otherwise encounter significant delays and may opt to circumvent the Waterway. The underlying carrier may opt to exercise the following at its discretion: (1) the vessel may wait at the Waterway, and/or (2) may opt to pay additional fees in order to access the Waterway sooner; and/or (3) the vessel may sail such alternative route as the vessel operation common carrier deems suitable, including routes via the Cape of Good Hope at the southern tip of Africa vice traversing the Red Sea, and/or (3) the vessel operator may discharge the cargo at a close or convenient port with all of the Carrier's obligations under this contract being considered fulfilled. The Merchant shall be liable to pay the Carrier for the vessel operator's assessment of vessel detention at a daily detention rate on a pro rata basis with other cargo on the vessel for any time waiting exceeding certain specified time period and for the costs for consequent increase in time for sailing an alternative route plus any additional costs of all kinds, including, but not limited to bunkers resulting from such deviations and or alternate services, and to the consequences of *force majeure* which the underlying ocean common carrier may deem necessary to enforce as a result of the activities noted herein.

To the extent that any cargo is damaged pursuant to decisions taken or not taken by the underlying carrier which results in damages to the cargo from third party activities relevant to the waterway or other actions chosen by the underlying ocean carrier shall be allocated to the Merchant and/or cargo interest to the extent that such damage does not result directly from the gross negligence of Carrier.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-020: Diversion by Carrier

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-030: Reserved for Future Use

Effective: 22JAN2025 Thru: Expires: 22JAN2025 Publish: 22JAN2025

Reserved for future use

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-030: Booking Cancellation Fee (BCF) – No Show Fee (NSF)

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Effective August 9, 2021, Carrier has implemented a Booking Cancellation Fee (BCF) on all types of containers. If the Merchant wishes to cancel shipment(s) after the Booking Confirmation has been issued, a cancellation notice must be provided by the merchant to the Carrier in writing not less than five (5) days before the scheduled estimated time of departure (ETD) and shall also pay the Carrier a cancellation fee. The BCF shall be provided in each individual NRA. If a cancellation is provided, but not within the time indicated above; a cancellation fee shall be imposed. All BCF fees imposed shall apply to the account of the cargo.

No-Show Fee (NSF)

If the merchant fails to notify the Carrier of cancellation of part or all containerized goods in accordance or fails to deliver part or all of the containerized goods for shipment, the Merchant shall pay a no-show fee (NSF). The NSF shall be provided in each individual NRA. All NSF fees imposed shall apply to the account of the cargo.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-035: Ocean Carrier Spot Pricing - Congestion Fees - Revenue Recovery Surcharges - Space Arrangement Fees

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

1. Ocean Carriers during the pandemic period commencing on or about February 2020 and currently in place for so long as port congestion is occurring in the United States and globally, have been imposing charges in congested port areas in addition to base rate and sur-charges applicable to Carrier's service contract with ocean carriers in either or both of the following manners:

a. By imposing newly negotiated rate structures as a pre-condition to loading cargo previously tendered by Carrier or its agent, whereby, said Ocean Carrier will not load such cargo unless Carrier accepts such increased base spot rates, or

b. By imposing newly structured sur-charges with nominations such as, but not limited to "Revenue Recovery Surcharges", "Space Arrangement Fees", and other similar titles to indicate charges over and above those in place during the negotiations of the service contract, which are imposed as charges as a pre-condition to acceptance of cargo in a congested port, notwithstanding the negotiated service contract rates and/or surcharges were in place at the time the cargo was tendered to the Ocean Carriers by Carrier or its agent.

c. The term Spot Rates shall apply to either or both procedures defined in Paragraph 1. a) and b) above.

2. Carrier, in view of the Spot Rates practices developed by Ocean Carriers during the pandemic period, shall in order to provide consistency and predictability of transport shall accept such Spot Rates to the extent that not accepting same would lead to non-delivery of cargo, and/or port demurrage and other charges, unless Shipper shall decide and will timely notify Carrier that it is abandoning such cargo, at which time Carrier may take whatever steps necessary in terminating transport and/or asserting liens and effecting the sale of such cargo. To the extent that such cargo is not appropriately abandoned as provided herein, and the sale of the cargo does not cover the freight monies and other charges due to Carrier, Shipper shall remain responsible to Carrier for such charges.

3. Carrier shall define and treat such Spot Rates as Ocean Carrier General Rate Increases ("GRIs"), a term not otherwise defined in the Federal Maritime Commission's regulations. GRIs shall include charges implemented by Ocean Carriers as defined in the term Spot Rates herein. As such,

pursuant to 46 CFR §532.5 (d) (2) (iv) such Spot Rates are not included in a Negotiated Rate Arrangement nor a Rules Tariff and shall be charged as a pass-through without a markup by Carrier.

4. To the extent that the increased rates and/or charges imposed by the ocean common carriers are not considered GRIs for whatever reason, Shipper agrees that these increases are an acceptable amendment to the pertinent NRA.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-035A: Ocean Carrier Surcharges and General Rate Increase (GRI) Pass-Throughs

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

1). Pursuant to 46 C.F.R. §520.7(a)(3)(iv) Carrier hereby references the following category of surcharges and other pass throughs contained in Vessel Operating Common Carriers' governing tariffs which Carrier shall assess to shipper at cost per the underlying VOCCs' governing tariffs. Pursuant to 46 C.F.R. §520.7(h) Carrier hereby references the category of surcharges and other pass throughs contained in Vessel Operating Common Carriers' ("VOCC") governing tariffs relating to charges assessed by unrelated outside entities to the VOCC which Carrier shall assess to shipper at cost per the underlying, VOCC's governing tariff:

- Bunker related charges, - Bunker Adjustment Factor (BAF), Inland Fuel Surcharge (IFS), Low Sulfur Fuel Surcharge (LSFS),
- Security related charges
- Origin Terminal Handling charges
- Destination Terminal Handling charges
- Destination Delivery Charge (DDC)
- Peak Season Surcharges (PSS)
- Specific trade related Surcharges
- Marine Fuel Recovery Surcharge (MFR) and IMO 2020 Transition Charge (ITC)
- Regional Terminal Handling- and Security Charges
- Shipping Guarantee Fees
- Ship Green Fees
- Emission Allowance Surcharge (ETS) / EU Emission Trading System
- Currency Adjustment Factors (CAF)
- All Other Surcharges Not Included Herein which are Imposed from Time to Time by VOCCs when included in their Tariffs.
- All Third-Party Surcharges Imposed on Vessel Operating Common Carriers from Time to Time Which are Passed on to Shippers.

2). Notwithstanding any other terms in the Rules Tariff to the contrary, pursuant to 46 C.F.R. § 532.5(d)(2) and 46 C.F.R. § 520.7(a)(3)(iv), Carrier may pass-through to its Shippers VOCC General Rate Increases ("GRIs") to apply to an NRA, NSA, or to transport pursuant to tariff published rates with no mark ups.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-040: Container Capacity

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as indicated in each individual NRA.

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-045: Port of LA & LB Container Excess Dwell Fees

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

The following Container Excess Dwell Fees imposed by the Port of Los Angeles and the Port of Long Beach ("the Ports") shall be applicable to shippers as of the date of this publication in Carrier's tariff pursuant to 46 CFR § 520.8 (b)(4) for any such fees being assessed by the Ports against ocean carriers, and ocean carriers thereby assessing these as pass-through accessorial terminal charges to Carrier until such Container Excess Dwell Rates are eliminated by the ocean carriers:

These Dwell Fess are only applicable to imported containers through the Ports and fees are cumulative on a per day basis with no limits:

A. Local Import Loaded Container (to be removed by motor carrier)

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
9	100	100
10	200	300
11	300	600
12	400	1,000
13	500	1,500
More than 13 Increase per day)	(Increments of \$100)	

B. Intermodal Import Loaded Container (going by rail)

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
6	100	100
7	200	300
8	300	600
9	400	1,000
10	500	1,500
More than 10	(Increments of \$100)	
Increase per day-no limit)		

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-050: Shipper Furnished Containers

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-060: Measurement and Weight

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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 Kilograms.

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 are to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

4. Official Measurers and Weighers

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

5. Misdescription, Underweights and Undermeasurement

A. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing Carrier may arrange at the port/point of destination for the verification of the description, measurement, or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-070: Overweight Containers

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or

any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for the account of the cargo.

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 2-080: Shipper's Load And Count

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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 clausd, 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

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

A. Definition of Diversion:

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

B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot 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 fees are payable by the party requesting the diversion.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 2-100: Security Fees

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-110: Restricted Articles

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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. accept
11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-120: Freight All Kinds (FAK)

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-130: ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-140: AES USA EXPORT SHIPMENTS

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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. Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to assure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST insert the applicable commodity Schedule B number in the Line copy of the B/L.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 2-150: DOCUMENTATION FEE

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 2-160: AMS PROCESSING FEE

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Except as otherwise noted in each individual NRA, all Shipments are subject to the U.S. Manifest Processing Fee as specified in each individual NRA. If a correction and/or amendment are made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess a Correction Fee in addition to all other applicable charges.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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 transhipped 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 2-180: U.S. CUSTOMS RELATED CHARGES

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier. NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo, or merchant.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 2-190: LIEN NOTICE

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 2-200: Cargo Roll-Over Fee

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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 Shipper's/Owner's Account.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 2-210: Demurrage and Detention (D&D) Tariff SOPs

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

1. **Demurrage and Detention—General Terms.** The term "Demurrage" indicates a daily charge assessed to the shipper/consignee for the use of space, the occupation of land at marine terminals and/or services provided at the carrier's load/discharge port, rail ramp or inland container yard (CY) facility when the cargo remains in or on carrier's containers, tanks or trailers and/or such facilities beyond the permitted free-time as stipulated per tariff or contract of the vessel operator or the marine terminal after the expiration of free time. The term "storage" is also used in some circumstances which is defined in the same manner as demurrage and herein both terms shall be used synonymously. The term "Detention" indicates a charge for the use of equipment. The term "Free time" indicates the grace period before the return of the equipment for which none of these charges will be incurred. Any charges for storage, detention, per diem or demurrage of freight or containers, as a result of being in excess of the free time prescribed in tariffs and/or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operators at origin point or port or destination point or port due to some default or oversight of shipper or consignee, holder of bill of lading, or by any other condition not the fault of Carrier, or at rail ramps, or the agents of these, is for the account of such shipper, consignee or holder of a relevant bills of lading ("holder"). The shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to Carrier as may be determined pursuant to the Federal Maritime Commission's regulations at 46 C.F.R.§541 for the payment of all detention, demurrage, per diem or storage charges before, during and after the carriage of the cargo.

2. **Carrier shall not be liable for demurrage and detention as provided herein:**

- a) Carrier is not responsible for demurrage and/or detention charges when it has no door delivery obligations unless it is significantly culpable in causing the demurrage and/or detention, and Carrier timely passes-through to its customer consignee the underlying invoices for demurrage and detention issued by the Billing Party as required pursuant to 46 C.F.R.§541.
- b) Carrier is not responsible for demurrage and/or detention charges when it has door delivery obligations but only if it is significantly culpable in causing the demurrage and/or detention; Carrier has not exercised defenses pursuant to 46 C.F.R.§541; and, Carrier timely passes-through to its customer consignee the underlying invoices for demurrage and detention issued by the Billing Party as required pursuant to 46 C.F.R.§541
- c) Carrier is further not liable for demurrage and/or detention in the circumstances where for import shipments wherein its transportation responsibility is contractually terminated at the Port, CY and/or ramp, when Carrier's consignee on its house bill of lading has contractually accepted to

make its own arrangements with motor carriers to pick-up the loads and the Carrier has no responsibilities with the delivery functions other than to provide its consignee's designated motor carrier(s) with appropriate Delivery Orders when consignee has identified such motor carriers to Carrier in order to release such container to its consignee's motor carriers for delivery. Further, pursuant to 46 C.F.R. §541 Carrier shall provide the ocean common carrier timely notice of this with corresponding supporting documentation and information.

d). Carrier is further not liable for demurrage and/or detention in the circumstances where for export shipments Carrier's Shipper has contractually assumed the responsibilities of arranging its own motor carriers for purposes of picking up empties for loading its export cargo and for delivering the loaded container(s) to the Port and/or CY no sooner than at the Earliest Return Date and no later than the cut-off date communicated by the ocean common carrier and/or its marine terminal to the exporter or its agent. Further, pursuant to 46 C.F.R. §541 Carrier shall provide the ocean common carrier timely notice of this with corresponding supporting documentation and information.

3. Demurrage, Detention, Storage, and Per diem---Exports.

a). When Carrier is acting as a non-vessel operating common carrier ("NVOCC"), the Exporter Customer shall be responsible to arrange for obtaining its own empty container(s) and chassis from its own sources, and Customer shall arrange for the loading of such container and for timely delivery of the loaded container to a rail ramp and/or Container Yard ("CY") with the use of its own motor carriers solely retained and paid directly by Customer. Motor carriers retained by Customer shall enter equipment contracts, Uniform Intermodal Interchange & Facilities Access Agreements ("UIIAA") with the VOCCs to obtain and return such equipment on behalf of Customer. The terms demurrage, detention, storage and per diem used herein refer to charges as may be defined herein and in the various General Tariffs of vessel-operating common carriers ("VOCCs"), marine terminals, and/or rail ramps utilized by Carrier which refer to charges which may be assessed to Carrier for untimely delivery of loaded containers.

b). The shipping process commences when Carrier releases the booking information to the Customer and Carrier books the cargo with the underlying vessel ("VOCC").

c). For shipments where cargo is booked and is to be tendered to rail ramps, Carrier shall immediately provide to Customer the earliest return date and "cut-off" date notices provided by the VOCC ("the Notices") upon providing the booking confirmation to the Customer to the extent that Carrier has received the Notices. Carrier will inform Customer on any changes (ramp only) when an updated confirmation or notification is received from the shipping line. "Cut-off" dates herein refer to the time limits within which the goods must be delivered to be loaded onto a departing ship. Carrier shall not be responsible for information not timely provided by the VOCC, and/or erroneously provided information by the VOCC.

d). For shipments where cargo is booked and tendered for CY/CY transportation, it is the responsibility of Customer and/or its nominated motor carrier to review and obtain the pertinent terminal information, including the earliest return and "cut-off" dates on their website. Carrier has no responsibility whatsoever regarding communication of such Notices on CY moves to Customer.

e). If Carrier's booking with the VOCC is not located in the terminal system and Customer informs Carrier of that fact, Carrier will contact the VOCC to make sure the booking is located and valid and shall relay such information to Customer. Carrier shall not be responsible for information not timely provided by the VOCC, and/or erroneously provided information by the VOCC to Customer and/or Carrier.

f). Notwithstanding that Carrier may appear as Shipper in the VOCCs bill of lading, for purposes of export CY moves Customer acknowledges that Carrier has no knowledge nor responsibility related to the obtaining of empty container(s) for purposes of loading said container(s) by Customers, nor of the arrangements by which such delivery of said container(s) were made by Customer to a Container Yard. Pursuant to Federal Maritime Commission regulations Carrier may not be considered a Billed Party by the Billing Party per the definition of said term in 46 C.F.R. §541.3 since Carrier is not the person who is responsible for the payment of any incurred demurrage or detention charge. However, Customer, in view of the circumstances described herein, agrees that it is the person responsible for the payment of any incurred demurrage or detention charges, and that it will immediately pay for such invoices upon Carrier passing through said invoice(s) to Customer, and that it will indemnify and hold Carrier harmless for such charges, including attorneys' fees, for defending such claims from the Federal Maritime Commission, VOCCs, and/or other third parties if Customer fails to timely pay such charges to the VOCC.

g). Customer hereby agrees that Carrier shall have a general and continuing lien on any and all property (including documents) of the Customer coming into its actual, or constructive possession or control for monies owed to Carrier resulting from the non-payment or untimely payment of demurrage, detention, storage and/or per diem charges invoiced to Customer and passed through by Carrier to Customer pursuant to this Rule for Exports.

h). Upon passing through the demurrage/detention/ storage or per diem invoice(s) to Customer for its direct payment to the VOCC, Carrier shall inform the VOCC that the Customer contractually is liable for payment of such invoice(s) and that such invoice(s) have been passed through to the Customer which solely had full and direct control of the trucker which picked up the empty container(s) and effected delivery of same to the CY. Carrier shall request that the VOCC release Carrier from any further liability related to Customer's non-payment of demurrage and/or detention charges for which it is obligated to pay to the VOCC, and that Carrier, pursuant to the "incentivizing principle" provisions of the FMC's regulations at 46 C.F.R. §545.5 and the Safe Harbor provisions of 46 U.S.C. §41104(e) and/or the elimination of charge obligations pursuant to 46 U.S.C. §41104(f) is not liable to the VOCC for subject demurrage and detention charges. Further, Carrier shall further inform the VOCC that they would be in violation of the required Certification that the charges are inconsistent with the FMC rules related to demurrage and detention by violation of 46 C.F.R. §541.6(e), the Certification requirement, and 46 C.F.R. §545.5, in that the charged demurrage and/or detention under the circumstances where Carrier did not have any control over the truckers retained by Customer, which has been communicated to the VOCC with supporting documentation, is a violation of the Incentive Principle of that regulation in that Carrier had no knowledge or control of the truckers and information related to the loads to be picked up and the empty containers to be returned to the VOCC or the marine terminal.

4. Demurrage, Detention, Storage, and Per diem---Imports.

a). Demurrage and detention invoices for Imports, including for storage and per diem, received by Carrier from VOCCs, MTOs and other third parties must be issued within 30 calendar days from the date on which the charge was last incurred--i.e., within 30 days of when free time expired. Demurrage and detention charges are subject to Carrier pass-through procedures, without a mark-up to Customer on Imports into the United States in the following circumstances:

- i) to the extent that Carrier had no significant culpability regarding the assessment of the demurrage and/or detention charges on imports, and/or
 - wherein Carrier and Customer had agreed that service would be to destination CY/Port only and that Customer, as Consignee, would arrange with its own truckers to pick up the loads from the terminals or ramps, and would further arrange to devan the containers, and timely return the empties to locations designated by the Billing Party with Carrier having no responsibility other than, upon request by Customer or its truckers, to issue delivery orders for the pick-up of the loads to Customer's truckers; and
 - that when truckers are acting on Customer's behalf as consignee, such truckers would obtain contractual authorization to pick up loaded containers and return empty containers for such purposes by entering Uniform Intermodal Interchange and Facilities Access Agreement ("UIIAA") with VOCCs and/or terminals providing delivery and accepting return of such containers.

b). Carrier must pass-through demurrage and detention invoices it has received from the VOCC/MTO within 30 calendar days from the issuance date (date of invoice) of said invoices by the VOCC to the person to whose account the Carrier NVOCC provided:

- i) ocean transportation.
- ii) storage of cargo; or
- iii) to the Carrier NVOCC's Consignee on its house bill of lading, which is the ultimate recipient of the cargo; the person to whom final delivery is to be made.

c). The pass-through demurrage and detention charge(s) are for amounts not specifically included in an NRA, NSA, nor in the Carrier's Rules Tariff and must be passed through without a mark-up.

d). Carrier, when it receives a demurrage and detention invoice from a Billing Party shall promptly pass through the invoice(s) to its Customer(s) as noted in Paragraph 4.a. herein with instructions for the Customer that it may seek relief from the D&D invoice(s) from the Billing Party VOCC and/or NVOCC/Carrier within 30 days of the date of the issuance of the invoice(s)---i.e., the date of the invoice(s) passed through from the Billing Party which Customer disputes for reasons related to:

- i) failure of the Billing Party to issue the invoice(s) within 30 calendar days from the date on which the charge was last incurred.
- ii) failure to include the contents of the invoice required pursuant to 46 C.F.R. §341.6 related to:
 - Specific shipment **Identifying Information**, bill of lading number(s), container number(s), ports of discharge for imports, and, including why the VOCC has chosen the billed party as the proper party to be liable for the invoices.
 - **Timing Information** related to invoice date, invoice due date, free time start and finish, availability date for imports, earliest return date for exports, and the specific dates for which the demurrage and detention was charged.
 - **Rate Information**, including total due, the specific rules and corresponding tariffs, service contract no. and section on which the daily rates are based, and the specific rate(s) per the applicable tariff rule or service contract provisions.
 - **Dispute Information** must contain the Billing Party contact and an explanation of the process to request fee mitigation, refunds, waivers which must include at a minimum appropriate contact information, digital information with access to detailed information on how to proceed with requests for mitigation, refunds, or waivers, and defined required time frames for the requests.
 - **Certifications** from the Billing Party that the charges are consistent with the FMC regulations; and, that the Billing Party did not cause or contribute to the underlying invoiced charges.
failure to be the right party to receive the invoice; and
- iii) any other lawful reason for requesting waiver, mitigation, or refund from the Billing Party.

e) A Customer that receives a pass-through demurrage and/or detention invoice from Carrier that is disputed by the Customer receiving the pass-through for the reasons noted in paragraphs 4). D). i) through iii) above must request relief from Carrier and or the Billing Party within 30 days of the issuance date of the pass-through invoice from Carrier, and Carrier will immediately inform its Billing Party of the dispute if it has not already done so. The Billing Party must provide an additional 30 days to the Carrier to dispute the charges per requests pursuant to paragraphs noted immediately above which the Customer and/or Carrier has raised. Carrier shall provide notice to the Customer to whom it has passed through the D&D invoice(s) that it has 30 days from the issuance of the demurrage and detention invoice(s) by the Billing Party, the VOCC, to request waivers, mitigation, or refunds from the Carrier and/or the Billing Party to note any circumstances noted above to Carrier and/or the VOCC Billing Party which would require the Billing Party to provide a waiver, mitigation, or a refund, if Carrier has not already done so to the Billing Party.

6) Upon passing through the demurrage/detention/ storage or per diem invoice(s) to Customer for its direct payment to the VOCC, Carrier shall inform the VOCC that the Customer contractually is liable for payment of such invoice(s) and that such invoice(s) have been passed through to the Customer which solely had full and direct control of the trucker which picked up the empty container(s) and effected delivery of same to the CY. Carrier shall request that the VOCC release Carrier from any further liability related to Customer's non-payment of demurrage and/or detention charges for which it is obligated to pay to the VOCC, and that Carrier, pursuant to the "incentivizing principle" provisions of the FMC's regulations at 46 C.F.R. §545.5 and the Safe Harbor provisions of 46 U.S.C. §41104(e) and/or the elimination of charge obligations pursuant to 46 U.S.C. §41104(f) is not liable to the VOCC for subject demurrage and detention charges. Further, Carrier shall further inform the VOCC that they would be in violation of the required Certification that the charges are inconsistent with the FMC rules related to demurrage and detention by violation of 46 C.F.R. §541.6(e), the Certification requirement, and 46 C.F.R. §545.5, in that the charged demurrage and/or detention under the circumstances where Carrier did not have any control over the truckers retained by Customer, which has been communicated to the VOCC with supporting documentation, is a violation of the Incentive Principle of that regulation in that Carrier had no knowledge or control of the truckers and information related to the loads to be picked up and the empty containers to be returned to the VOCC or the marine terminal. .

7) Customer hereby acknowledges and agrees that Carrier shall have a general and continuing lien on all property (including documents) of the Customer coming into Carrier's actual or constructive possession or control for monies owed to Carrier resulting from the non-payment or untimely payment of demurrage, detention, storage and/or per diem charges passed through to Customer by Carrier pursuant to this demurrage and detention invoicing Rule pertinent to Imports.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 3: Rate Applicability Rule

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 4: Heavy Lift

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Any Heavy Lift charges assessed shall be identified in each individual NRA and shall apply to the account of the cargo.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 5: Extra Length

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Any Extra Length charges assessed shall be identified in each individual NRA and shall apply to the account of the cargo.
[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 6: Minimum Bill of Lading Charges

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Any applicable bill of lading charge shall be for the account of the cargo and shall be included in the individual NRA, if any.
[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 7: Payment of Freight Charges

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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 CONVERTIBILITY:

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

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 8: Bill of Lading Terms and Conditions

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Carrier's sample House Bill of Lading, Terms and Conditions are provided herein:
[RETURN TO TABLE OF CONTENT](#)

Bill of Lading NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER



SHIPPER / EXPORTER (2) (COMPLETE NAME AND ADDRESS)		BILL OF LADING NO (5)
		EXPORTER REFERENCES (6)
CONSIGNEE (3) (COMPLETE NAME AND ADDRESS)		FORWARDING AGENT REFERENCES (7)
		POINT AND COUNTRY ORIGIN (8)
NOTIFY PARTY (4) (COMPLETE NAME AND ADDRESS)		DOCUMENT PRESENTATION (9)
PRE-CARRIAGE VESSEL (11)	PLACE OF RECEIPT (12)	
VESSEL (13)	PORT OF LOADING (14)	INTERNAL REFERENCE (10)
PORT OF DISCHARGE (15)	PLACE OF DELIVERY (16)	

FMC NO. 024335
SEA WAYBILL

SAMPLE DOCUMENTS

PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS / CONTAINER(S) NOS.(17)	NO. OF PKGS. (18)	(19) DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT (20)	MEASUREMENT (21)
Empty table body for particulars				

DECLARED VALUE (\$)		SEE CLAUSE 20 ON REVERSE SIDE		RECEIVED FOR SHIPMENT from the MERCHANT in apparent good order and condition unless otherwise stated herein, the GOODS mentioned above to be transported as provided herein, by any mode of transport for all or any part of the Carriage, SUBJECT TO ALL THE TERMS AND CONDITIONS appearing on the face and back hereof and in the CARRIER'S applicable Tariff, to which the Merchant agrees by accepting this BILL OF LADING. Where applicable law requires and not otherwise, one original BILL OF LADING must be surrendered, duly endorsed, in exchange for the GOODS or CONTAINER(S) or other PACKAGE(S), the others to stand void If a 'Non-Negotiable' BILL OF LADING is issued, neither an original nor a copy need be surrendered in exchange for delivery unless applicable law so requires. EM-Lines Ltd 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. BY _____ AS AGENT FOR THE CARRIER ISSUE DATE _____
CHARGES, INCLUDING FREIGHT				
	RATE	PREPAID	COLLECT	

Standard Conditions governing this Multimodal Transport Waybill

Definitions

- "Freight Forwarder" means the person/Multimodal Transport Operator who issues this Waybill (SWB) and is named on the face of it and assumes liability for the performance of this contract as a carrier;
- "Merchant" means and includes the Shipper, the Consignor, the Consignee, the Receiver and the Owner of the Goods
- "Consignor" means the person who concludes this SWB with the Freight Forwarder;
- "Consignee" means the person named in or identifiable as such from this transport contract;
- "Taken in charge" means that the Goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this SWB;
- "Goods" means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. Applicability

These conditions shall also apply if the transport as described in this SWB is performed by only one mode of transport.

2. Issuance of this SWB

- 2.1. By issuance of this SWB the Freight Forwarder
 - a) undertakes to perform and/or in his own name to procure the performance of the transport, from the place at which the Goods are taken in charge (place of receipt evidenced in this SWB) to the place of delivery designated in this SWB;
 - b) assumes liability as a carrier as set out in these conditions.

2.2. Subject to the conditions of this SWB, the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this SWB, as if such acts and omissions were his own.

3. Agency

3.1. The Consignor on entering into this transport contract does so not only on his own behalf but also as agent for and on behalf of the Consignee, and warrants to the Freight Forwarder that he has authority so to do.

3.2. This rule shall apply if, and only if, it be necessary by the law applicable to this transport contract so as to enable the Consignee to sue and be sued thereon. The Consignee shall be under no greater liability than he would have been had the transport contract been covered by a bill of lading or similar document of title.

4. Right of control

4.1. Unless the Consignor has exercised his option under clause 4.2. below, he shall be the only party entitled to give the Freight Forwarder instructions in relation to this transport contract. Unless prohibited by the applicable law, he shall be entitled to change the name of the Consignee at any time up to the Consignee claiming delivery of the Goods after arrival at destination, provided he gives the Freight Forwarder reasonable notice in writing, or by some other means acceptable to the Freight Forwarder, thereby undertaking to indemnify the Freight Forwarder against any additional expense caused thereby.

4.2. The Consignor shall have the option, to be exercised not later than upon the receipt of the Goods by the Freight Forwarder, to transfer the right of control to the Consignee. The exercise of this option must be noted on the SWB prior to or at the time of its issue. Where the option has been exercised the Consignee shall have such rights as are referred to in clause 4.1. above and the Consignor shall cease to have such rights.

5. Dangerous Goods and Incidents

5.1. The Merchant shall comply with rules which are mandatory according to the national law or by reason of international convention, relating to the carriage of Goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger before Goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.

5.2. If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said Goods shall rest on the Merchant.

5.3. If any Goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability or expense arising therefrom.

6. Description of Goods and Merchant's Packing and Inspection

6.1. The information in this SWB shall be prima facie evidence of the taking in charge by the Freight Forwarder of the Goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper-packed container" or similar expressions, has been made in the printed text or superimposed on this SWB.

6.2. The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the Goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the Goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the Goods, as furnished by him or on his behalf for insertion on the SWB. The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from an inaccuracy or inadequacy of such particulars.

6.3. The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of Goods or by inadequate loading or packing within containers or other transport units, when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6.4. The right of the Freight Forwarder to an indemnity as per clause 6.2. and 6.3. shall in no way limit his liability under this SWB to any person other than the Consignor.

7. Freight Forwarder's Liability

7.1. The responsibility of the Freight Forwarder for the Goods under these conditions covers the period from the time the Freight Forwarder has taken the Goods in his charge to the time of their delivery.

7.2. The Freight Forwarder shall be liable for loss of or damage to the Goods or delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the Goods were in his charge, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder.

7.3. Arrival times are not guaranteed by the Freight Forwarder. However, if a delay in delivery occurs when the Goods have not been delivered within the time expressly agreed upon in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.

7.4. If the Goods have not been delivered within ninety consecutive days following such date of delivery as determined in clause 7.3, the claimant may, in the absence of evidence to the contrary, treat the Goods as lost.

7.5. When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a) - f) of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:

- a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the Goods in charge;
- b) insufficiency or defective condition of the packaging or marks and/or numbers;
- c) handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant;
- d) inherent vice of the Goods;
- e) strike, lockout, stoppage or restraint of labour;

7.6. Defences for carriage by sea or inland waterways

Notwithstanding clauses 7.2, 7.3, and 7.4, the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to Goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:

- a) act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship;
- b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

8. Paramount Clauses

8.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of international conventions or national law applicable to the contract evidenced by this SWB.

8.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the country of shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all Goods whether carried on deck or under deck.

8.3. The Carriage of Goods by Sea Act of the United States of America (US COGSA) shall apply to the carriage of Goods by sea, whether on deck or under deck, if compulsorily applicable to this SWB or would be applicable but for the Goods being carried on deck in accordance with a statement on this SWB.

9. Limitation of Freight Forwarder's Liability

9.1. Assessment of compensation for loss of or damage to the Goods shall be made by reference to the value of such Goods at the place and time they are delivered to the Consignee or at the place and time when, in accordance with this SWB, they should have been so delivered.

9.2. The value of the Goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of Goods of the same kind and quality.

9.3. Subject to the provisions of clauses 9.4. to 9.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the Goods in an amount exceeding the equivalent of 866.67 SDR per package or unit or 2 SDR per kilogram of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature and value of the Goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the Goods have been taken in his charge, or the *ad valorem* freight rate paid, and such value is stated in the SWB by him, then such declared value shall be the limit.

9.4. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the SWB as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit. Notwithstanding the above mentioned provisions, if the transport does not, according to the contract, include carriage of goods by sea or inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the Goods lost or damaged.

9.6. a) When the loss of or damage to the Goods occurred during one particular stage of the transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

b) Unless the nature and value of the Goods shall have been declared by the Merchant and inserted in this SWB, and the *ad valorem* freight rate paid, the liability of the Freight Forwarder under US COGSA, where applicable, shall not exceed US\$ 500 per package or, in the case of Goods not shipped in packages, per customary freight unit.

9.7. If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the Goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight for the transport under this SWB.

9.8. The aggregate liability of the Freight Forwarder shall not exceed the limits of liability for total loss of the Goods.

9.9. The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

10. Applicability to Actions in Tort

These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this SWB, whether the claim be founded in contract or in tort.

11. Liability of Servants and other Persons

11.1. Those conditions apply whenever claims relating to the performance of the contract evidenced by this SWB are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 9.

11.2. In entering into this contract as evidenced by this SWB, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.

11.3. However, if it is proved that the loss of or damage to the Goods resulted from a personal act or omission of such a person referred to in clause 11.1., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in clause 9.

11.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in clauses 2.2. and 11.1. shall not exceed the limits provided for in these conditions.

12. Method and Route of Transportation

Without notice to the Merchant the Freight Forwarder has the liberty to carry the Goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the Goods.

13. Delivery

13.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this SWB or with the law or usage of the particular trade applicable at the place of delivery, or when the Goods have been handed over to any authority or other party to whom, pursuant to the law or usage applicable at the place of delivery, the Goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

13.2. In cases where it is impossible to perform or procure the performance of all acts necessary to ensure delivery of the Goods at the place of delivery, the Freight Forwarder shall also be entitled to store the Goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

13.3. The Freight Forwarder shall not be liable for incorrect delivery, unless he has failed to exercise reasonable care to ascertain that the party claiming to be the Consignee is in fact that party.

13.4. If at any time the carriage under this SWB is or is likely to be affected by any hindrance or risk of any kind (including the condition of the Goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in clause 2.2. and which cannot be avoided by the exercise of reasonable endeavour the Freight Forwarder may:

abandon the carriage of the Goods under this SWB and, where reasonably possible, place the Goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such Goods shall cease.

In any event, the Freight Forwarder shall be entitled to full freight under this SWB and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

14. Freight and Charges

14.1. The terms and conditions of the Freight Forwarder's applicable tariff, if any, are incorporated herein. Copies of the relevant terms and conditions thereof are available from the Freight Forwarder upon request. In the case of inconsistency between this SWB and the applicable tariff the SWB shall prevail.

All dues, taxes and charges or other expenses in connection with the Goods shall be paid by the Merchant. Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.

14.2. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Freight Forwarder at the moment when the Goods have been taken in his charge, and not to be returned in any event.

14.3. Freight and all other amounts mentioned in this SWB are to be paid in the currency named in this SWB or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the Goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this SWB.

14.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

14.5. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other Goods notwithstanding any other sum having been stated on this SWB as freight payable.

14.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this SWB, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

15. Lien

The Freight Forwarder shall have a lien on the Goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

16. General Average

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

17. Notice

17.1. Unless notice of loss of or damage to the Goods, specifying the general nature of such loss or damage, is given in writing by the Consignee to the Freight Forwarder when the Goods are delivered to the Consignee in accordance with clause 13., such handing over is prima facie evidence of the delivery by the Freight Forwarder of the Goods as described in this SWB.

17.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the Goods were delivered to the Consignee in accordance with clause 13.

18. Time bar

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the Goods, or the date when the Goods should have been delivered, or the date when in accordance with clause 7.4. failure to deliver the Goods would give the Consignee the right to treat the Goods as lost.

19. Partial Invalidity

If any clause or a part thereof is held to be invalid, the validity of this SWB and the remaining clauses or a part thereof shall not be affected.

20. Jurisdiction, arbitration and applicable law

Unless otherwise agreed in writing, actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this SWB and shall be decided according to the law of the country in which that place of business is situated.

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 9: Freight Forwarder Compensation

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Not applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 10: Surcharges

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 10-A: Surcharges, Assessorial and Arbitraries

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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 the 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).

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 11: Minimum Quantity Rates

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 12: Ad Valorem Rates

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 13: Transshipment

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 14: Co-Loading in Foreign Commerce

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

(1) Carrier may enter a Less than Containerload ("LCL") agreement(s) which establishes a carrier-to-carrier relationship with NVOCCs for the co-loading of cargo.

(2) Carrier may enter a co-loading arrangement which results in a shipper-to-carrier relationship and may tender Full Container Load ("FCL") cargo to another NVOCC (the master co-loader) by which the master co-loader must issue a house bill to Carrier. Carrier as the tendering NVOCC shall be responsible for the payment of ocean freight and charges for the transportation of the cargo.

(3) A shipper-to-carrier relationship is presumed to exist where the receiving NVOCC issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo. Shipper-to-carrier relationships may apply to the co-loading of full container loads or less than container loads of cargo.

(4) Carrier when tendering cargo to another NVOCC for co-loading, whether under a shipper-to-carrier or carrier-to-carrier relationship, shall annotate each applicable bill of lading with the identity of any other NVOCC to which the shipment has been tendered for co-loading. Such annotation shall be shown on the face of the bill of lading in a clear and legible manner as follows: "Ocean transportation services for this shipment were provided by EM-Lines Limited, FMC No. 024335, in collaboration with Co-loader partner as noted on the face of the applicable shipment bill of lading. (If no FMC number is provided, it is not a co-loaded shipment.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 15: Open Rates in Foreign Commerce

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 16: Hazardous Cargo

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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:
 - A. U.S. Coast Guard Regulations (46 CFR §§146-179).
 - B. U.S. Department of Transportation Regulations (49 CFR §§170-179).
 - C. the International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization).
 - D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities,
 - E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt,
 - F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named 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:
 - A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials,
 - B. The hazardous class, IMCO Code Number and UN Number (if any),
 - C. The flash point or flash point range (when applicable),
 - D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required).
 - E. Identification of the type of packaging (e.g drums, cylinders, barrels, etc.).
 - F. The number of pieces of each type of package.

- G. The gross weight of each type of package or the individual gross weight of each package.
- H. The Harmonized Code, SITC or BTN number of the commodity.
- I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.

9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to assure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to assure 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335	EM-LINES LIMITED
AMENDMENT NO. O	NRA RULES TARIFF NO. 102 - Between (US and World)
Rule 16-A:	Ocean Carriers Hazardous Cargo Penalties

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Ocean carriers are imposing substantial penalties regarding 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:

- i) Mis-declaring hazardous cargo for any reason,
- ii) Not declaring hazardous cargo,
- iii) Booking and declaring a commodity is "Non-Hazardous cargo" while commodity identified is 'Hazardous cargo',
- iv) Booking and declaring commodity is Hazardous cargo with incorrect IMO Class or UN No.,
- v) Informing ocean carrier to amend cargo property, from dry cargo to hazardous cargo,
- vi) Informing ocean carrier to modify or add IMO/UN No.,
- vii) Identification from the Maritime Safety Administration of China, or any other governmental department authority to confirm the mis-declaration,
- viii) Amendment of commodity character or IMO/UN No. on booking information, shipping instructions and bills of lading; and
- ix) 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335	EM-LINES LIMITED
AMENDMENT NO. O	NRA RULES TARIFF NO. 102 - Between (US and World)
Rule 17:	SOLAS Regulations

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

1. We understand that the SOLAS requirements (Chapter VI Regulation 2, at: <http://www.imo.org/en/OurWork/Safety/Cargoes/Containers/Documents/MS.C.1%20Circ.1475.pdf>) require the packed containers' true and accurate Verified Gross Mass (VGM) to be submitted prior to stowage aboard a vessel. Non-compliance herewith will bar the vessel operator from loading a packed container onto the intended vessel. Shipper undertakes that the information provided to the Carrier is true and accurate for compliance with SOLAS requirements.

2. Carrier declare that the VGM of packed container(s) declared was obtained in accordance with either method 1 of method-2 by which the shipper can obtain the verified mass of a packed container as stipulated in the SOLAS Chapter VI Regulation 2 and the applicable law of the State of the loading port. Method 1: After packing and sealing a container, the shipper may weigh or arrange a third party to weigh the packed container or Method 2: The shipper or a third party (as arranged by the shipper) may weigh all packages and cargo items, including the mass of pallets, dunnage, and other packing materials securing the cargo to be packed in the container, and add the tare mass of the container to the sum of the single masses of the container's contents.

3. Carrier will rely on the accuracy of the shipper's VGM details furnished to EM-LINES LIMITED. Carrier 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, Carrier 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. Shipper 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 18: Returned Cargo in Foreign Commerce

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES FMC NO. 024335 - Between (US and World)

AMENDMENT NO. O

Rule 19: Shippers Requests in Foreign Commerce

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 20: Overcharge Claims

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 21: Use of Carrier Equipment

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 22: Automobile Rates in Domestic Offshore Commerce

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 23: Carrier Terminal Rules and Charges

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 23-01: Destination Terminal Handling Charges (DTHC)

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521, 532 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

2. **Bond No.: 8821662**

3. Issued By: Lexon Insurance Company.

Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is EMO Trans, Inc., 20 Southwoods Parkway, Suite 500, Atlanta, GA 30354. 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. effected

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

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, 531 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 26: Issuance of House Bill of Lading

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Carrier and its agents designated in writing by Carrier are the only parties authorized to issue Carrier's bill of lading. For services provided pursuant to Carrier's bill of lading, designated agents must indicate to shipper that it is providing these services not in its own right but must indicate that such services are provided on behalf of Carrier.

Carrier shall not be responsible for claims or damages from shippers, consignees, ocean carriers, port terminals and/or other parties resulting from bills of lading issued by parties which are not designated as Agents for Carrier, nor from designated Agents which did not explicitly disclose their agency capacity in writing to such claimant parties upon the issuance of such bills of lading.

Carrier shall not be responsible for services provided by Agents at origin which are not part of the services included in NRA quotations and in the terms and conditions of the bill of lading which are performed by the origin Agent and invoiced solely for the benefit of the Agent such as, but not limited to, arranging or providing surface transportation services to the Port of departure for shipments that are Port to Port and or CY/CY services as indicated on the bill of lading terms and conditions.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335

EM-LINES LIMITED

NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. 0

Rule 28:

Definitions

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

BILLED PARTY - means the person receiving the demurrage or detention invoice and who is responsible for the payment of any incurred demurrage or detention charges.

BILLING PARTY - means the ocean common carrier, marine terminal operator, or non-vessel-operating common carrier who issues a demurrage or detention invoice.

CARRIER - means EM-LINES LIMITED

CO-LOAD - 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.

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.

DEMURRAGE OR DETENTION - mean any charges, including "per diem" charges, assessed by ocean common carriers, marine terminal operators, or non-vessel-operating common carriers related to the use of marine terminal space (e.g., land) or shipping containers, but not including freight charges. "Demurrage or detention" includes any charge assessed by common carriers and marine terminal operators related to the use of marine terminal space or shipping containers.

DEMURRAGE OR DETENTION INVOICE - means any statement of charges printed, written, or accessible online that documents an assessment of demurrage or detention charges.

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 33.3 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.

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

MOTOR CARRIER - means U.S. Motor Carrier or Motor Carriers, authorized by the Federal Motor Carrier Safety Administration.

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

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

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 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.

PERSON - means an individual, corporation, or company, including a limited liability company, association, firm, partnership, society, or joint stock company existing under or authorized by the laws of the United States or of a foreign country.

PUBLISHING CARRIER - means EM-LINES LIMITED, a licensed Non-Vessel Operating Common Carrier (NVOCC) with the U.S. Federal Maritime Commission under FMC organization number FMC NO. 024335.

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

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

SHIPPER - means (1) A cargo owner; (2) The person for whose account the ocean transportation is provided; (3) The person to whom delivery is to be made; (4) A shippers' association; or (5) A non-vessel-operating common carrier that accepts responsibility for payment of all charges applicable under the tariff or service contract.

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

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. 0

Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 22JAN2025 Thru: NONE Expires: NONE Publish: 22JAN2025

EXPLANATION OF ABBREVIATIONS

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 30: Access to Tariff Information

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Please refer to the tariff profile or title page for additional contact information.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

FMC NO. 024335 EM-LINES LIMITED
NRA RULES TARIFF NO. 102 - Between (US and World)

AMENDMENT NO. O

Rule 31-200: Reserved for Future Use

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Rules 31-200 reserved for future use.

[RETURN TO TABLE OF CONTENT](#)

