

# Seaspace International Forwarders Ltd

## Tariff No 001

NVC No: 028258

Effective Date: per noted section as applicable

Non-Vessel Operating Common Carrier

Published Date: 10.03.2020

Expiration Date: Until Further Notice

### **Negotiated Rate Arrangements Governing Rules Tariff**

#### **Effective: 10.03.2020**

This document is to serve as notice that the carrier reserves the right to utilize Negotiated Rate

Arrangements (NRA) under the regulatory requirement under 46 C.F.R. 520 and 532.

This Rules Tariff serves to advise of Naming Rules, Regulations, and Rates published herein apply to goods moving between ports in the US, to include the Atlantic, Gulf, Pacific and Great Lake Ports, U.S. Territories and Possessions, U.S. Inland Points(as noted in Rule 1) and Worldwide Ports and Points as specified in Rule 1-A

### **NVOCC NRA**

#### **Effective: 10.03.2020**

This regulatory exemption is a means to provide the written and binding arrangement between an NRA shipper or consignee (of which both named person, company name and address are noted) and eligible NVOCC to provide specific transportation service for a stated cargo quantity, identifying the trade lane of origin and destination on and after receipt of the cargo by the Carrier or its agent.

As required by law, acceptance of the quotation through the NRA shall become binding after written confirmation or booking of cargo or acceptance of the cargo by Carrier or its agent (or originating carrier in the case of through transportation).

The terms and conditions are available on our website, [www.seaspace-int.com](http://www.seaspace-int.com).

### **Rule 1 – a US Ports**

Rules and conditions named herein apply to the transportation of cargo between ports and points noted in Rule 1-a and Rule 1-b.

Rules and regulations published apply to the United States and its waters of the Atlantic, Gulf, Pacific, Great Lakes, U.S. Territories and Possessions

**Atlantic Ports** – Baltimore, MD; Boston, MA; Charleston, SC; Jacksonville, FL; Miami, FL; New York, NY; Newark, NJ; Norfolk, VA; Philadelphia, PA; Port Everglades, FL; Savannah, GA; Wilmington, NC.

**Gulf Ports** – Houston, TX; Galveston, TX; Gulf Port, MS; Mobile, AL; New Orleans, LA; Tampa, FL.

**Pacific Ports** - Los Angeles, CA; Long Beach, CA; Oakland, CA; Portland, OR; San Francisco, CA; San Pedro, CA; San Diego, CA; Seattle, WA; Tacoma, WA.

**Great Lakes Ports** – Chicago, IL

## **Rule 1 – b Worldwide Ports**

Rules and conditions named herein apply to the transportation of cargo between ports and points noted in Rule 1-a and Rule 1-b.

**North East Asia Countries** – Hong Kong, Japan, Korea, Macau, Mongolia, People’s Republic of China, Taiwan (Republic of China), Russia.

**North East Asia Ports** - Hong Kong, Hong Kong; Kobe, Nagoya, Osaka, Tokyo, Yokohama, Japan; Dalian, Fuzhou, Shanghai, Shekou, Tianjin, Xiamen (Hsia Men), People’s Republic of China; Keelung (Chilung), Kaohsiung, Taiwan (Republic of China); Vostochny, Russia.

**Southeast Asia Countries** – Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam.

**Southeast Asia Ports** – Jakarta, Indonesia; Port Kelang, George Town, Malaysia; Cebu, Manila, Philippines; Singapore, Singapore; Bangkok, Thailand.

**South East Countries** – Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka.

**South East Ports** – Chittagong, Bangladesh; Bombay, Calcutta, Madras, India; Karachi, Pakistan; Colombo, Sri Lanka.

**Oceanic Countries** – Australia, New Zealand, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, Western Samoa.

**Oceanic Ports** – Adelaide, Brisbane, Freemantle, Melbourne, Sydney, Australia; Auckland, Christchurch, Lyttleton, Wellington, New Zealand; Suva, Fiji; Papeete, French Polynesia; Noumena, New Caledonia; Lae, Port Moresby, Papua New Guinea; Honiara, Solomon Islands; Nukualofa, Tonga; Port Vila, Vanuatu; Spia, Western Samoa.

**Middle East Countries** – Bahrain, Iran, Iraq, Jordan, Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen.

**Middle East Ports** – Bahrain, Bahrain; Bandar Abbas, Bandar Khomeyni, Iran; Aqaba, Jordan; Mina Qaboos (Muscat), Oman; Ad Dawah (Doha) Qatar; Dammam, Jeddah Saudi Arabia; Abu Zaby (Abu Dhabi, Dubai (Dubai), Fujairah, Jabal Ali (Jebel Ali) United Arab Emirates; Hodeidah, Yemen.

**Africa Countries** – Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, Uganda, Western Sahara, Zambia, Zimbabwe.

**Africa Ports** – (East and South) Moroni, Comoros; Djibouti, Djibouti; Mitsiwa, Ethiopia; Mombasa, Kenya; Lüderitz, Walvis Bay, Namibia; Toamasina, Toliara, Madagascar; Port Louis, Mauritius; Beira, Maputo, Nacal, Mozambique; Mahe, Seychelles; Berbera, Muqdisho (Mogadishu), Somalia; Durban, Cape Town, South Africa; Bur Sudan (Port Sudan) Sudan; Dar Es Salaam, Tanga, Zanzibar, Tanzania; (West) Lobito, Landana (Luanda) Angola; Cotonou, Benin; Douala, Cameroon; Praia, Cape Verde Islands; Pointe Noire, Congo; Libreville, Port Gentil, Gabon; Banjul, The Gambia; Accra, Sekondi, Takoradi, Tema, Ghana; Conakry, Guinea; Bissau, Guinea Bissau; Abidjan, Ivory Coast; Monrovia, Liberia; Nouakchott, Mauritania; Lagos, Port Harcourt, Nigeria; Dakar, Senegal; Freetown, Sierra Leone; Lomé, Togo; Matadi, Zaire.

**Mediterranean Countries** – Andorra, Algeria, Azores Islands (Portugal), Canary Islands (Spain), Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Lebanon, Madeira (Portugal), Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Yugoslavia (including Bosnia-Herzegovina, Croatia, Macedonia, Slovakia).

**Mediterranean Ports** – Alger (Algiers) Algeria; Ponta Delgada, Azores (Portugal); Las Palmas, Tenerife, Canary Islands (Spain); Lemosos (Limassol), Cyprus; Al Iskandariyah (Alexandria) Bur Sald (Port Said) Egypt; Marseilles, France; Piraievs (Piraeus), Thessaloniki (Salonika) Greece; Ashdod, Haifa, Israel; Genova (Genoa) Livorno (Leghorn) Italy; Bayrut (Beirut) , Lebanon; Funchal, Madeira Islands (Portugal); Valletta, Malta; Casablanca, Rabat, Tangier, Morocco; Leixoes, Lisboa, Oporto, Portugal; Barcelona, Bilbao, Valencia, Spain; Al Ladhqiqiyah (Latakia) Syria; Sfax Tunis, Tunisia; Mersin, Izmir, Istanbul, Turkey; Dubrovnik, Koper, Split, Yugoslavia.

**Northern Europe Countries** – Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Freedland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Sweden, Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, Wales), Former Union of Soviet Socialist Republic (including Armenia, Azerbaijan, Belorussia, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan)

**Northern Europe Ports** – Antwerp, Belgium; Varna, Bulgaria; Aarhus, Copenhagen, Denmark; Helsinki, Kotoka, Turku, Finland; Le Havre, France; Bremen, Bremerhaven, Hamburg, Germany; Baile Atha Cliath (Dublin), Cork Galway, Waterford, Ireland (Eire); Amsterdam, Rotterdam, Netherlands; Bergen, Oslo, Stavanger, Norway; Gdansk Gdynia, Poland; Constanta, Romania; Goteborg, Malmo, Stockholm, Sweden; Riga, Tallinn, Leningrad (St Petersburg, Klaipeda, USSR; Belfast, Felixstowe, Glasgow, Grangemouth, Liverpool, London, Southampton, United Kingdom.

**North America** – Canada, Mexico.

**North America Ports** – St Johns, Newfoundland, Canada; Charlottetown, Prince Edward Island, Canada; Halifax, Nova Scotia, Canada; Saint John, New Brunswick, Canada; Montreal, Quebec, Quebec, Canada; Toronto, Ontario, Canada; Vancouver, British Columbia, Canada; Tampico, Veracruz, Mexico; Lazaro Cardenas, Manzanillo, Salina Cruz, Mexico.

**Central America Countries** - Belize, Costa Rico, El Salvador, Guatemala, Honduras, Nicaragua, Panama.

**Central America Ports** – Belize City, Belize; Puerto Limon, Costa Rica; San Jose, Santo Tomas de Castilla, Guatemala; Puerto Henecan, Puerto Cortes, Honduras; Corinto, Managua, Nicaragua; Balboa, Cristobal, Panama City, Panama.

#### **Caribbean Islands**

**Caribbean Island Ports** – St. Johns, Antiqua and Barbuda; Oranjestad, Aruba (Netherlands Antilles); Freeport, Nassau, Bahamas; Bridgetown, Barbados; Hamilton, Bermuda; Kralendijk (Bonaire) Netherland Antilles; Tortola, British Virgin Islands; Georgetown, Cayman Islands. Willemstad, Curacao (Netherlands Antilles); Roseau, Dominica; Santo Domingo, Dominican Republic; Saint Georges, Grenada; Pointe a Pitre, Guadeloupe; Port Au Prince, Haiti; Kingston, Montego Bay, Jamaica; Fort de France, Martinique; Plymouth, Montserrat; Basseterre, St Kitts/Nevis; Castries, St Lucia; Kingstown, St Vincent and the Grenadines; Grand Turk Island, Turks and Caicos Islands; Port of Spain, Trinidad.

**South America Countries** – Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela.

**South America Ports** – Buenos Aires, Argentina; Fortaleza, Santos, Sao Paulo, Rio de Janeiro, Brazil; Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas, Talcahuano, Tocopilla, Chile. Barranquilla, Buenaventura, Cartagena, Santa Marta, Colombia; Guayaquil, Ecuador; Cayenne, French Guiana; Georgetown, Guyana; Asuncion, Paraguay; Callao, Peru;

Paramaribo, Suriname; Montevideo, Uruguay; La Guairá, Maracaibo, Puerto Cabllo, Venezuela.

### **Rule 1 – c Intermodal Transportation/Substituted Service**

Intermodal Transportation/Through Rates

A. Carrier will provide through intermodal service via combination of air, barge, motor and rail service.

B. Carrier's liability will be determined in accordance with the provision indicated in their bill of lading.

C. This tariff contains local, through and proportional rates as defined in 46 CFR Part 514.2 Substituted Service (Alternate Port 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 shippers would have borne had the shipment cleared through the port originally intended.

### **Rule 2 – Application of Rates and Charges**

A. NRAs are stated in terms of U.S. Currency and apply per 1 Cubic Meter (M) or 1,000 kilos (W), as indicated, which ever 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.

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

Rates indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

Fractions of less than ½ inch will be rounded down to nearest whole number where ½ inch and greater or more will be rounded up the nearest whole number.

When measuring articles of certain shapes such as cylindrical shape (drums, cylinders, kegs, casks, etc.) or irregular shapes, the dimensions will be calculated to the extreme point for each height, width and depth measurement.

B. Except as otherwise provided, all "Port" (i.e., Port-to-Port) NRAs herein apply from/to places where the common carrier originates or terminates its actual ocean carriage or cargo. Tolls, Wharfage, Cost of Landing and all other expenses beyond the port terminal area is for the account of the 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.

The "Point" (i.e. Port to Point, Point to Point, Point to Port) rates named in this Tariff are applicable from/to Inland Points which lie beyond port terminal areas. Such rates will be shown as single factor through rates or combination through rates constructed by the addition of applicable inland rate factors. Such rates shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) but not including customs clearance assessments or

forwarding charges except as provided. Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular vessel, train, motor, barge or air carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of water carriers, railways, motor or 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.

**C.** Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles container therein.

**D.** NRAs do not include Marine Insurance or Consular Fees.

**E.** Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Import/Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Import/Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs and Border Protection. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

**F.** Unless otherwise specified, when the NRA is based on the value of the commodity, such commodity value will be the FOB or FAS value at the port of loading as indicated on the commercial invoice, the Customs entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The FOB value and the FAS value include all expenses up to delivery at the loading port.

**G.** The NRA except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

**H.** Force Majeure Clause: "Without prejudice to any rights or privileges of the Carrier's undercovering 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 labour disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract if in conformity with the Shipping Act, as amended, and Federal Maritime Commissions Regulations, by tariff publication, any affected rate or rates in order to meet conditions."

**I.** Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the cargo, N.O.S., dangerous/hazardous cargo, N.O.S., Refrigerated cargo, N.O.S. rate will apply.

J. Whenever rates are provided for articles named herein, the same rate will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific rates are provided for such parts.

### **Rule 3 – Rate Applicability Rule**

The NRA, rules and charges applicable to a given shipment must be those of the NRA and in effect when the cargo is received by the ocean carrier or its agent. (including originating carriers in the case of rates for through transportation). A shipment shall not be considered as “received” until the full bill of lading quantity has been received.

In some instances, NRAs and NSAs may contain additional charges that are unique to the movement(s) covered and are not specifically listed in the Rules Tariff. This will include, but not limited to, charges for additional handling, terminal handling, demurrage, and storage, non-NVOCC services, such as but not limited to Security filings of any country, ISF filing or customs clearance.

### **Rule 4 – Payment of Freight Charges**

All freight and other charges on the Bill of Lading are to be prepaid and due and payable in lawful currency of the United States when billed. Collect shipments can be accepted only by prior agreement in which case the rate of exchange ruling the day of receipt of cargo by carrier, in accordance with Rule 3 shall apply.

### **Rule 5 – Freight Forwarder Compensation**

Not applicable at this time.

### **Rule 6 – Ad Valorem Rates**

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

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

**C.** Where value is declared on any piece or package in excess of the bill of lading limit of value of \$500 the Ad Valorem rate, specifically provided against the item, shall be twelve (12%) percent of the value declared and is in addition to the rate.

## **Rule 7 – Co-Loading in Foreign Commerce**

Definition: Co-loading shall mean the combining of cargo, in the import or export foreign commerce of the E.S., by two or more NVOCCs for tendering to an ocean carrier under the name of one or more of the NVOCCs.

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

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

## **Rule 8 – Returned Cargo in Foreign Commerce**

Freight on returned cargo will be charged at the tariff rate applicable to the original shipment current at the time of the returned shipment. At the discretion of the Carrier, goods which have not been used may be returned at not less than 50% of the rate applicable in the original direction at the time of the returned shipment but not less than a rate of \$100 per W/M.

## **Rule 9 – Overcharge Claims**

**A.** All claims for adjustment of freight charges must be presented to the Carrier in writing, within three (3) years after the date of the bill of lading issued by the carrier.

Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.

**B.** For the purpose of uniformity in handling claims for adjustment of freight charges based on alleged errors in cargo description, tariff application, cargo weight and/or measurement, refunds will only be considered as follows:

Claims must contain the following original or certified documents:

- i. Certificate of Insurance (Original and or Duplicate), or a copy of the insurance declaration if no certificate is issued.
- ii. Bill of Lading(copies) from all cargo transporters
- iii. Commercial sales invoice
- iv. Packing list
- v. Delivery Receipt
- vi. Survey Report
- vii. Claim letters to all transporters
- viii. Invoices for repairs or reconditioning expenses.
- ix. Other correspondence and documents relating to the transportation of the cargo.

## **Rule 10 – Use of Carrier Equipment**

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

## **Rule 11 – NVOCCs in Foreign Commerce Bonds and Agents**

### **A. Bonding of NVOCCs**

a. Carrier has furnished the Federal Maritime Commission a bond in the amount of \$75,000 or \$150,000 foreign required by 46 CFR Part 515.21(a) to ensure the financial responsibility of the carrier for the payment of any judgment or any settlement made pursuant to a claim under 46 CFR Part 515.23(b) for damages arising from its transportation related activities or orders for reparations issued pursuant to Section 11 of the Shipping Act of 1984, 46 U.S.C. app. 1702 as amended by the Ocean Reform Shipping Act of 1998, or any penalty assessed against the Carrier pursuant to Section 13 thereof.

b. Bond No: 7990899

c. Bond Issued by Avalon Risk Management for Southwest Marine & General Insurance Company.

### **B. Agent for Service of Process**

a. Carrier's agent for the service of judicial and administrative process including subpoenas follow in this section. In any instance in which the designated legal agent 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.

b. Service of administrative process, other than subpoenas, may be affected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail return receipt request.

c. Agent for service of process address: Seaspac International Forwarders USA, Inc. 1378 Stealth Street, Livermore CA 94551

## **Rule 12 – Certification of Shipper Status in Foreign Commerce**

No NVOCC shipments shall be accepted unless the NVOCC is in compliance with the Federal Maritime Commission's Regulations as published in 46 CFR Part 583.7 (a) and (b) (1) and (2).



## Rule – 13 Bill of Lading

Effective for Cargo Received on or after July 1, 2016

**Front of Seaspace International Forwarders Ltd Bill of Lading – Available upon request due to concerns of copying and violation of improper use of a non-authorized party.**

**Back of Seaspace International Forwarders Ltd Bill of lading – Terms and Conditions.**

**THE CUSTOMER'S ATTENTION IS DRAWN TO SPECIFIC CLAUSES HEREOF WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY AND THOSE WHICH REQUIRE THE CUSTOMER TO INDEMNIFY THE COMPANY IN CERTAIN CIRCUMSTANCES AND THOSE WHICH LIMIT TIME AND THOSE WHICH DEAL WITH CONDITIONS OF ISSUING EFFECTIVE GOODS INSURANCE BEING CLAUSES 7, 8, 10, 11(A) and 11(B) 12-14 INCLUSIVE, 18-20 INCLUSIVE, AND 24-27 INCLUSIVE. THE CUSTOMER'S ATTENTION IS ALSO DRAWN TO CLAUSE 28 WHICH PERMITS ARBITRATION IN CERTAIN CIRCUMSTANCES**

All headings are indicative and do not form part of these conditions

### DEFINITIONS AND APPLICATION

1 In these conditions the following words shall have the following meanings: -

"Company"	the BIFA member trading under these conditions	2(A)	Subject to sub-paragraph (B) below, all and any activities of the Company in the course of business, whether gratuitous or not, are undertaken subject to these conditions.
"Consignee"	the Person to whom the goods are consigned	(B)	If any legislation, to include regulations and directives, is compulsorily applicable to any business undertaken, these conditions shall, as regards such business, be read as subject to such legislation, and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these conditions be repugnant to such legislation to any extent, such part shall as regards such business be overridden to that extent and no further.
"Customer"	any Person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services	3	The Customer warrants that he is either the Owner, or the authorised agent of the Owner and, also, that he is accepting these conditions not only for himself, but also as agent for and on behalf of the Owner.
"Direct Representative"	the Company acting in the name of and on behalf of the Customer and/or Owner with H.M. Revenue and Customs ("HMRC") as defined by Article 18 of Regulation (EU) No. 952/2013 of the European Parliament and of the Council or as amended	<b>THE COMPANY</b>	
"Goods"	the cargo to which any business under these conditions relates	4(A)	Subject to clauses 11 and 12 below, the Company shall be entitled to procure any or all of the services as an agent, or, to provide those services as a principal.
"Person"	natural person(s) or anybody or bodies corporate	(B)	The Company reserves to itself full liberty as to the means, route and procedure to be followed in the performance of any service provided in the course of business undertaken subject to these conditions.
"LMAA"	the London Maritime Arbitrators Association		
"SDR"	are Special Drawing Rights as defined by the International Monetary Fund		
"Transport Unit"	packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air		
"Owner"	the Owner of the Goods or Transport Unit and any other Person who is or may become interested in them		

5 When the Company contracts as a principal for any services, it shall have full liberty to perform such services itself, or, to subcontract on any terms whatsoever, the whole or any part of such services.

6(A) When the Company acts as an agent on behalf of the Customer, the Company shall be entitled, and the Customer hereby expressly authorises the Company, to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions, and whether such contracts are subject to the trading conditions of the parties with whom such contracts are made, or otherwise.  
(B) The Company shall, within 14 days' notice given by the Customer, provide evidence of any contract entered into as agent for the Customer. Insofar as the Company may be in default of the obligation to provide such evidence, it shall be deemed to have contracted with the Customer as a principal for the performance of the Customer's instructions.

7 In all and any dealings with HMRC for and on behalf of the Customer and/or Owner, the Company is deemed to be appointed, and acts as, Direct Representative only.

8(A) Subject to sub-clause (B) below, the Company:

- has a general lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time to the Company from the Customer and/or Owner on any account whatsoever, whether relating to Goods belonging to, or services provided by or on behalf of the Company to the Customer or Owner. Storage charges shall continue to accrue on any Goods detained under lien.
  - shall be entitled, on at least 21 days' notice in writing to the Customer, to sell or dispose of or deal with such Goods or documents as agent for, and at the expense of, the Customer and apply the proceeds in or towards the payment of such sums;
  - shall, upon accounting to the Customer for any balance remaining after payment of any sum due to the Company, and for the cost of sale and/or disposal and/or dealing, be discharged of any liability whatsoever in respect of the Goods or documents.
- (B) When the Goods are liable to perish or deteriorate, the Company's right to sell or dispose of or deal with the Goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention to sell or dispose of the Goods before doing so.

9 The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by, or paid to, freight forwarders.

10(A) Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the company is entitled to deliver, the Company shall be entitled to store the Goods, or any part thereof, at the sole risk of the Customer or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company's liability, if any, in relation to such storage, shall be governed by these conditions. All costs incurred by the Company as a result of the failure to take delivery shall be deemed as freight earned, and such costs shall, upon demand, be paid by the Customer.

(B) The Company shall be entitled at the expense of the Customer to dispose of or deal with (by sale or otherwise as may be reasonable in all the circumstances): -

- after at least 21 days' notice in writing to the Customer, or (where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the Goods) without notice, any Goods which have been held by the Company for 60 days and which cannot be delivered as instructed; and
- without prior notice, any Goods which have perished, deteriorated, or altered, or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to the Company, or third parties, or to contravene any applicable laws or regulations.

11(A) No insurance will be effected except pursuant to and in accordance with clearly stated instructions given in writing by the Customer and accepted in writing by the Company, and all insurances effected by the Company are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on the Goods but may declare it on any open or general policy held by the Company.

(B) Insofar as the Company agrees to effect insurance, the Company acts solely as agent for the Customer, and the limits of liability under clause 26(A) of these conditions shall not apply to the Company's obligations under clause 11.

12(A) Except under special arrangements previously made in writing by an officer of the Company so authorized, or made pursuant to or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of the Goods in specified circumstances (such as, but not limited to, against payment or against surrender of a particular document) are accepted by the Company, where the Company has to engage third parties to effect compliance with the instructions, only as agents for the Customer.

(B) Despite the acceptance by the Company of instructions from the Customer to collect freight, duties, charges, dues, or other expenses from the Consignee, or any other Person, on receipt of evidence of proper demand by the Company, and, in the absence of evidence of payment (for whatever reason) by such Consignee, or other Person, the Customer shall remain responsible for such freight, duties, charges, dues, or other expenses.

(C) The Company shall not be under any liability in respect of such arrangements as are referred to under sub-clause (A) and (B) hereof save where such arrangements are made in writing, and in any event, the Company's liability in respect of the performance of, or arranging the performance of, such instructions shall not exceed the limits set out in clause 26(A) (ii) of these conditions.

13 Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against all loss and damage suffered as a consequence of passing such advice or information on to any third party.

14 Without prior agreement in writing by an officer of the Company so authorised, the Company will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to, bullion, currency, securities, precious stones, jewellery, valuables, antiques, pictures, human remains, living creatures, plants. Should any Customer nevertheless deliver any such goods to the Company, or cause the Company to handle or deal with any such goods, otherwise than under such prior agreement, the Company shall have no liability whatsoever for or in connection with the goods, howsoever arising.

15 Except pursuant to instructions previously received in writing and accepted in writing by the Company, the Company will not accept or deal with Goods of a dangerous or damaging nature, nor with Goods likely to harbour or encourage vermin or other pests, nor with Goods liable to taint or affect other Goods. If such Goods are accepted pursuant to a special arrangement, but, thereafter, and in the opinion of the Company, constitute a risk to other goods, property, life or health, the Company shall, where reasonably practicable, contact the Customer in order to require him to remove or otherwise deal with the goods, but reserves the right, in any event, to do so at the expense of the Customer.

16 Where there is a choice of rates according to the extent or degree of the liability assumed by the Company and/or third parties, no declaration of value will be made and/or treated as having been made except under special arrangements previously made in writing by an officer of the Company so authorised as referred to in clause 26(D).

## THE CUSTOMER

### 17 (A) The Customer warrants:

- (i) that the following (furnished by on or behalf of the Customer) are full and accurate: the description and particulars of any Goods; any information furnished (including but not limited to, the nature, gross weight, gross mass (including the verified actual gross mass of any container packed with packages and cargo items), and measurements of any Goods); and the description and particulars of any services required by or on behalf of the Customer are full and accurate, and
- (ii) that any Transport Unit and/or equipment supplied by the Customer in relation to the performance of any requested service is fit for purpose.
- (B) that all Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods.
- (C) that where the Company receives the Goods from the Customer already stowed in or on a Transport Unit, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.
- (D) that where the Company provides the Transport Unit, on loading by the Customer, the Transport Unit is in good condition, and is suitable for the carriage to the intended destination of the Goods loaded therein, or thereon.
- 18 Without prejudice to any rights under clause 15, where the Customer delivers to the Company, or causes the Company to deal with or handle Goods of a dangerous or damaging nature, or Goods likely to harbour or encourage vermin or other pests, or Goods liable to taint or affect other goods, whether declared to the Company or not, he shall be liable for all loss or damage arising in connection with such Goods, and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the Goods may be dealt with in such manner as the Company, or any other person in whose custody they may be at any relevant time, shall think fit.
- 19 The Customer undertakes that no claim shall be made against any director, servant, or employee of the Company which imposes, or attempts to impose, upon them any liability in connection with any services which are the subject of these conditions, and, if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
- 20 The Customer shall save harmless and keep the Company indemnified from and against
- (A) all liability, loss, damage, costs and expenses whatsoever (including, without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the Goods) arising out of the Company acting in accordance with the Customer's instructions, or arising from any breach by the Customer of any warranty contained in these conditions, or from the negligence of the Customer;
- (B) without derogation from sub-clause (A) above, any liability assumed, or incurred by the Company when, by reason of carrying out the Customer's instructions, the Company has become liable to any other party.
- (C) all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under the terms of these conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Company, its servants, sub-contractors or agents;
- (D) any claims of a general average nature which may be made on the Company.
- 21(A) The punctual receipt in full of sums falling due from the Customer to the Company is critical to the operation of the Company's business and its performance of its obligations to the Customer. Accordingly, the Customer shall pay to the Company in cash, or as otherwise agreed, all sums when due, immediately and without reduction or deferment on account of any claim, counterclaim or set-off. Time is of the essence of payment of all and any sums payable by the Customer to the Company.
- (B) In the event of any failure by the Customer to make full and punctual payment of any sum payable to the Company (in accordance with clause 21(A) above):
- (i) Any and all other sums properly earned by and/or otherwise due to the Company (but which, but for this clause 21(B), would otherwise not yet be payable by the Customer, whether by virtue of an agreed credit period or otherwise) shall become immediately payable in full; and
- (ii) Any sum thereby becoming immediately payable shall be paid to the Company in cash, or as otherwise agreed, and without reduction or deferment on account of any claim, counterclaim or set-off.
- (C) No omission to seek compensation for breach of 21(A) and (B) above by the Company shall constitute a waiver or release to the Customer from any liability under 21(A) and (B) above during the application of these terms unless agreed in writing by authorised officers of the Company and Customer.
- (D) The Late Payment of Commercial Debts (Interest) Act 1998, as amended, shall apply to all sums due from the Customer.
- 22 Where liability arises in respect of claims of a general average nature in connection with the Goods, the Customer shall promptly provide security to the Company, or to any other party designated by the Company, in a form acceptable to the Company.

## LIABILITY AND LIMITATION

23 The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgment.

24 The Company shall be relieved of liability for any loss or damage if, and to the extent that, such loss or damage is caused by: -

- (A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence; or
- (B) any cause or event which the Company is unable to avoid, and the consequences of which the company is unable to prevent by the exercise of reasonable diligence.

25 Except under special arrangements previously made in writing by an officer of the Company so authorised, the Company accepts no responsibility with regard to any failure to adhere to agreed departure or arrival dates of Goods.

26(A) Subject to clause 2(B) and 11(B) above and sub-clause (D) below, the Company's liability howsoever arising and, notwithstanding that the cause of loss or damage be unexplained, shall not exceed:

- (i) in the case of claims for loss or damage to Goods:
- (a) the value of any loss or damage; or
- (b) a sum at the rate of 2 SDR per kilo of the gross weight of any Goods lost or damaged whichever shall be the lesser.
- (ii) subject to (iii) below, in the case of all other claims:
- (a) the value of the subject Goods of the relevant transaction between the Company and its Customer; or
- (b) where the weight can be defined, a sum calculated at the rate of 2 SDR per kilo of the gross weight of the subject Goods of the said transaction; or
- (c) 75,000 SDR in respect of any one transaction, whichever shall be the lesser.
- (iii) in the case of an error and/or omission, or a series of errors and/or omissions which are repetitions of or represent the continuation of an original error and/or omission:
- (a) the loss incurred; or
- (b) 75,000 SDR in the aggregate of any one trading year commencing from the time of the making of the original error and/or omission, whichever shall be the lesser.
- For the purposes of clause 26(A), the value of the Goods shall be their value when they were, or should have been, shipped. The value of SDR shall be calculated as at the date when the claim is received by the Company in writing.
- (B) Subject to clause 2(B) above and sub-clause (D) below, the Company's liability for loss or damage as a result of failure to deliver, or arrange delivery of goods, in a reasonable time, or (where there is a special arrangement under Clause 25) to adhere to agreed departure or arrival dates, shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant contract.
- (C) Save in respect of such loss or damage as is referred to a sub-clause (B), and subject to clause 2(B) above and sub-clause (D) below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profit, loss of market, or the consequences of delay or deviation, however caused.
- (D) On clearly stated instructions in writing declaring the commodity and its value, received from the Customer and accepted by the Company, the Company may accept liability in excess of the limits set out in sub-clauses (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.
- 27(A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim, and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred, except where the Customer can show that it was impossible for him to comply with this time limit, and that he has made the claim as soon as it was reasonably possible for him to do so.
- (B) Notwithstanding the provisions of sub-paragraph (A) above, the Company shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, or which the Company has undertaken to provide, unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

## JURISDICTION AND LAW

28(A) These conditions and any act or contract to which they apply shall be governed by English law.

(B) Any dispute arising out of any act or contract to which these Conditions apply shall, save as provided in (C) below, be subject to the exclusive jurisdiction of the English courts.

(C) Notwithstanding (B) above, the Company is entitled to require any dispute to be determined by arbitration.

(D) The Company may exercise its rights under (C) above either by itself commencing arbitration in respect of a dispute or by giving written notice to the Customer requiring a dispute to be determined by arbitration.

(E) In the event that the Company exercises its rights under (C) above, the corresponding arbitration shall be conducted as follows:

- (i) Where the amount claimed by the claimant is less than £400,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (ii) Where the amount claimed by the claimant is less than £100,000, excluding interest, (or such other sum as the Company and Customer may agree, and subject to (iii) below), the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure applicable at the date of the commencement of the arbitration proceedings;
- (iii) In any case where neither of the LMAA Procedures referred to in (i) and/or (ii) above applies, the reference shall be to three arbitrators in accordance with the LMAA Terms applicable at the date of the commencement of the arbitration proceedings.

## Rule 14 – Definitions

### Acronyms

#### TERM DESCRIPTION

ACC

Alameda Corridor Charge

DGSO

Dangerous Goods Surcharge

Origin

IVA / VAT

Value Added Tax

ACS Alameda Corridor Surcharge DHF Documentation Handling Fee LDH US Origin THC

ADM Container Administration Fee DOC Documentation Fee LSS Low Sulphur Surcharge

ADMF

Administration Fee

DSH

Destination THC

LWS

Low Water Surcharge

AES surcharge DTF Document Transfer Fee NBC New Bunker Charge

AGS

Aden Gulf Surcharge

DTHC

Destination Terminal Handling Charge

ORC

Origin Receiving Charge

AMS

Automated Manifest System

Charge

DTSC

Destination Terminal Security Charge

OTHC

Origin Terminal Handling Charge

AMSC

Advance Manifest Security Charge

DVAS

Destination Value Added Surcharge

OTSC

Origin Terminal Security Charge

ARB Arbitrary Charge EBAF Emergency Bunker PCC Panama Canal Charge

BAC Bunker Adjustment Charge EBS Emergency Bunker Surcharge PCF Panama Canal Fee

BAF

Bunker Adjustment Factor

EES

Emergency Equipment

Surcharge

PCLI

Panama Canal Lock Improvement

BCR Bunker Cost Recovery EFA Emergency Fuel Additional PCS Panama Canal Surcharge

BFF

Bunker Fuel Factor

BAF

Bunker Adjustment Factor

EFAF

Emergency Fuel Adjustment Factor

PCTF  
Panama Canal Transit Fee  
BLP  
Bill of Lading Processing Charge  
EIFS European Inland Fuel Surcharge  
PCTS  
Panama Canal Transit Surcharge  
BLRO  
BL Release Fee Origin  
EIR  
Equipment Inland Recovery Charge  
PIR  
Piracy Surcharge  
BSC  
Bunker Surcharge  
EIS  
Equipment Imbalance Surcharge  
PNC  
Panama Canal Charge  
BSF Bill of Lading Surrender Fee EPC Equipment Positioning Charge PPF Pier Pass Fee  
BUC Bunker Charge EPS Emergency Port Surcharge PRS Piracy Risk Surcharge  
CAF  
Currency Adjustment Factor  
ERA  
Emergency Revenue  
Adjustment PSC  
Port Security Charge  
CARB  
Carbon Surcharge  
ERC  
Equipment Repositioning Charge  
PSS  
Peak Season Surcharge  
CAS Carrier Security Fee ERR Emergency Recovery Rate RIF Rail Inland Fuel Surcharge  
CFSE Equipment Fee (CFS) ERS Emergency Risk Surcharge RPT River Plate Toll  
CGD  
Congestion Surcharge Destination  
FAF  
Fuel Adjustment Factor  
SCS  
Carrier Security Charge  
CGN  
Congestion Surcharge  
FAS  
Fuel Additional Surcharge  
SER  
Carrier Security Surcharge  
CGS  
Congestion Surcharge  
FBAF  
Floating Bunker Adjustment Factor  
SOC  
Shipper Owned Container  
CIP  
Panama Canal Lock Improvement  
FES  
Fuel Escalation Surcharge

SPS  
Shanghai Port Surcharge  
CIS Chassis Surcharge FRC Fuel Recovery Surcharge SUZ Suez Canal Transit Charge  
CS Congestion Surcharge FSD Fuel Surcharge Destination TIF All Motor Inland Fuel  
CSF  
Carrier Security Fee  
FSO  
Fuel Surcharge Origin  
TPCS  
Terminal Port Congestion Surcharge  
CSR  
Carrier Security Charge  
FUS  
Intermodal Fuel Surcharge  
TPSS  
Terminal Port Security Surcharge  
CTF Clean Truck Fee GOH Garments on Hangers TS Triaxle Surcharge  
CTPF Clean Truck Processing Fee GRI General Rate Increase TSC Terminal Security Charge  
CUC Chassis Usage Charge IFC Inland Fuel Charge TSF Terminal Security Fee  
CUD  
Chassis Usage Destination  
IFL  
Inland Fuel Charge  
TSFD  
Terminal Security Fee Destination  
CUO Chassis Usage Origin IFP Interim Fuel Participation VAT Value Added Tax  
CYC Container Yard Charge IFS Interim Fuel Surcharge WFC Wharfage  
CYRC  
Container Yard Receiving Charge  
IMB  
Equipment Imbalance Surcharge  
WFG  
Wharfage  
DCF  
Documentation Fee  
INLFS  
Inland Fuel Surcharge  
WRS  
War Risk Surcharge  
DCI  
Documentation Charge Inbound  
IPI Interior Point Intermodal  
WS  
Winter Surcharge  
DDC Destination Delivery Charge IPS Intl Ships Port Security Charge WSC Winter Surcharge  
DDF  
Destination Documentation Fee  
ISF  
ISF 10+2 (Importer Security Filing)  
DGSD  
Dangerous Goods Surcharge Destination  
ISPS Intl Security Port Surcharge

## Currency List

### TERM CURRENCY TERM CURRENCY

DZD Algerian Dinar  
MAD Moroccan Dirham  
AUD Australian Dollar  
NAD Namibian Dollars  
BHD Bahraini Dinar  
NZD New Zealand Dollar  
BDT Bangladesh Taka  
NGN Nigeria Naira  
BRL Brazilian Real  
NOK Norwegian Kroner  
GBP British Pound  
OMR Omani Rial  
BND Brunei Dollar  
PKR Pakistan Rupee  
CAD Canada Dollars  
PHP Philippine Peso  
CNY Chinese Yuan Renminbi  
PLN Polish Zloty  
DKK Danish Krone  
QAR Qatari Rial  
EGP Egypt Pounds  
SAR Saudi Arabia Riyals  
EUR Euro  
SGD Singapore Dollar  
GHS Ghana Cedis  
ZAR South Africa Rand  
HKD Hong Kong Dollar  
KRW South Korea Won  
INR Indian Rupee  
LKR Sri Lanka Rupee  
IDR Indonesian Rupiah  
SEK Swedish Krona  
IQD Iraq Dinars  
CHF Switzerland Francs  
ILS Israeli Shekel  
TWD Taiwan Dollar  
JMD Jamaica Dollars  
THB Thailand Baht  
JPY Japanese Yen  
TND Tunisian Dinar  
JOD Jordan Dinars  
TRY Turkish Lira  
KWD Kuwait Dinars  
AED Utd. Arab Emir. Dirham  
MYR Malaysian Ringgit  
VEF Venezuela Bolivars Fuertes  
MXN Mexican peso  
VND Vietnamese Dong

## Surcharge List Detail

### TERM DESCRIPTION

AC Awkward Cargo Surcharge  
ACC Alameda Corridor Charge  
ACD Arbitrary Charge Destination  
ACI Advanced Commercial Information  
ACS Alameda Corridor Surcharge  
ADM Container Administration Fee  
ADMF Administration Fee  
AES surcharge  
AFR Additional Freight Premium Surcharge  
AGF Agency Fee  
AGS Aden Gulf Surcharge  
AMS Automated Manifest System Charge  
AMSC Advance Manifest Security Charge  
ARB Arbitrary Charge  
AS Alcohol Surcharge  
AVF Auto Validation Fee  
BAC Bunker Adjustment Charge  
BAF Bunker Adjustment Factor  
BC Barge Charge  
BCR Bunker Cost Recovery  
BFF Bunker Fuel Factor  
BLP Bill of Lading Processing Charge  
BLRD BL Release Fee Destination  
BLRO BL Release Fee Origin  
BND Bond Fee  
BSC Bunker Surcharge  
BSF Bill of Lading Surrender Fee  
BSS Bio Security Surcharge  
BUC Bunker Charge  
BVI Port Usage  
CAF Currency Adjustment Factor  
CAP Brazil Destination Charges  
CARB Carbon Surcharge  
CAS Carrier Security Fee  
CCC Container Cleaning Charge  
CCD Cleaning Charges Destination  
CCH Chassis Charge  
CCL Container Cleaning  
CDC Container Detention Charge  
CDCF Cargo Declaration Correction Fee  
CDDC Cargo Data Declaration Charge  
CDF Canada Documentation Fee  
CER Government Agency Certification  
CESS Destination Tax  
CFC Cargo Facility Charge  
CFF Container Flip Fee  
CFS Container Freight Station Charge  
CFSC Chassis charge (CFS)  
CFSDF CFS Doc Fee  
CFSE Equipment Fee (CFS)  
CFSF CFS Forklift Fee  
CFSFF CFS Fuel Fee  
CFSH CFS Handling Fee  
CFSI Insurance Fee (CFS)

CFSIF CFS IT Fee  
CFSL CFS Loading  
CFSS CFS Security  
CFSST CFS Stripping Fee  
CGD Congestion Surcharge Destination  
CGN Congestion Surcharge  
CGS Congestion Surcharge  
CHC Canada Handling Charge  
CHS Chassis Charge  
CICUS Cayman Islands Crane Usage Surcharge  
CIF Container Inspection Fee  
CIP Panama Canal Lock Improvement  
CIS Chassis Surcharge  
CLC Container Loading Charge  
CLF Freight Collection Fee  
CMR Cargo Management Re-Engineering  
COF Carrier Origin Fees  
CPC Chittagong Port Congestion  
CRA Crane Hire Surcharges  
CRF Cargo Release Fee  
CRP Cost Recovery Program  
CRTF Crating Fee  
CS Congestion Surcharge  
CSC Container Service Charge  
CSF Carrier Security Fee  
CSH Container Shifting Charge  
CSLF Container Seal Fee  
CSR Carrier Security Charge  
CSS Container Security Surcharge  
CTF Clean Truck Fee  
CTN Container Tracking Note  
CTO Container Terminal Order Fee  
CTPF Clean Truck Processing Fee  
CUC Chassis Usage Charge  
CUD Chassis Usage Destination  
CULC Container Unloading Charge  
CUO Chassis Usage Origin  
CUS Customs Clearance Carrier Fee  
CYC Container Yard Charge  
CYRC Container Yard Receiving Charge  
DAD Delivery Authorization Document  
DCF Documentation Fee  
DCI Documentation Charge Inbound  
DDC Destination Delivery Charge  
DDF Destination Documentation Fee  
DENS Density Surcharge  
DFC Destination Forwarding Charge  
DFS Domestic Fuel Surcharge  
DGP Dangerous Goods Premium  
DGSD Dangerous Goods Surcharge Destination  
DGSO Dangerous Goods Surcharge Origin  
DHC Destination Handling Charge  
DHF Documentation Handling Fee  
DLF Destination Land Freight  
DOC Documentation Fee  
DOF Delivery Order Fee  
DOS Drop-Off Surcharge



DPA Transport Arbitrary - Destination  
DPS Drop and Pick Surcharge  
DS Drayage Surcharge  
DSC Port Congestion Surcharge  
DSF Destination Security Fee  
DSH Destination THC  
DTF Document Transfer Fee  
DTHC Destination Terminal Handling Charge  
DTSC Destination Terminal Security Charge  
DVAS Destination Value Added Surcharge  
DVF Diversion Fee  
DWC Destination Warehouse Charges  
EBAF Emergency Bunker Adjustment Factor  
EBS Emergency Bunker Surcharge  
ECF Export Consolidation Fee  
ECHC Extra Container Handling Charge  
ECRC Empty Container Return Charge  
ECS Exhibition Centre Surcharge  
EDI Electronic Data Interchange Fee  
EERC Empty Equipment Repositioning Charge  
EES Emergency Equipment Surcharge  
EFA Emergency Fuel Additional  
EFAF Emergency Fuel Adjustment Factor  
EFS Emergency Fuel Surcharge  
EH Export Handling  
EHD Equipment Handover Charge at Destination  
EHL Equipment Charge at Load  
EIF Equipment Investment Factor  
EIFS European Inland Fuel Surcharge  
EIR Equipment Inland Recovery Charge  
EIS Equipment Imbalance Surcharge  
EMF Equipment Management Fee  
ENS Entry Summary Declaration Surcharge  
EPC Equipment Positioning Charge  
EPS Emergency Port Surcharge  
ERA Emergency Revenue Adjustment  
ERC Equipment Repositioning Charge  
ERI Ecological & Radiological Inspection  
ERR Emergency Recovery Rate  
ERS Emergency Risk Surcharge  
ES Equipment Surcharge  
ESC Export Service Charge  
ETCD Equipment Transfer Charge Destination  
ETCO Equipment Transfer Charge Origin  
ETI Export Tariff Integration  
EURO1 Certificate Fee  
EXF Exam Fee  
EXW Ex-Works Fees  
FAF Fuel Adjustment Factor  
FAS Fuel Additional Surcharge  
FBAF Floating Bunker Adjustment Factor  
FC Forwarding Charge Carrier  
FDF Foreign Document Fees  
FES Fuel Escalation Surcharge  
FFC Freight Forwarder Compensation  
FGC Food Grade Container  
FIFS Foreign Inland Fuel Surcharge

FLXI Flexi-bag/Flexi-tank Surcharge  
FOB Free On-Board Fees  
FRC Fuel Recovery Surcharge  
FRI Free In-Expenses  
FRO Free Out  
FSD Fuel Surcharge Destination  
FSO Fuel Surcharge Origin  
FTC Foreign Terminal Charge  
FTS Freight Tax Surcharge  
FUM Fumigation  
FUS Intermodal Fuel Surcharge  
GAR Garment Surcharge  
GF Gate Fee  
GIF Gateway Infrastructure Fee  
GLA Great Lakes Arbitrary  
GOH Garments on Hangers  
GOS Gate Out Surcharge  
GRI General Rate Increase  
GRS Gamma Ray Surcharge  
GST Goods and Service Tax  
GTHC Guatemala Terminal Handling Charge  
GWFG Gulf Wharfage Charge  
HAZ Hazardous Cargo Surcharge  
HAZR Hazardous Cargo Surcharge Rail  
HBC Haz Cargo B/L Admin Charge  
HBL House Transport Document  
HBOL House B/L Fee  
HCA High Cube Additional  
HCT Truck Hazmat Charge  
HD Harbour Dues  
HDL Lift On Lift Off  
HSS High Security Seal Surcharge  
IAC Intermodal Administrative Charge  
IAF Intermodal Adjustment Factor  
ICS Import Control System  
ID Inside Delivery  
IEC Inspection Empty Containers  
IF Inspection Fee  
IFA Interim Fuel Assessment  
IFC Inland Fuel Charge  
IFL Inland Fuel Charge  
IFP Interim Fuel Participation  
IFPF Interim Fuel Participation Factor  
IFS Interim Fuel Surcharge  
IHC Indian Statutory Service Tax  
IHE Inland Haulage Export  
IHI Inland Haulage Import  
IMB Equipment Imbalance Surcharge  
IMO International Maritime Org Charge  
IMP Import Service Charge  
IMS Intermodal Surcharge  
INL In-Land Charge  
INL-FS Inland Fuel Surcharge  
INS Insurance  
IPI Interior Point Intermodal  
IPS Intl Ships Port Security Charge  
IPU Inside Pick-up Surcharge

IRC Inland Recovery Surcharge  
IS Immediate Surcharge  
ISC Import Service Charge  
ISF ISF 10+2 (Importer Security Filing)  
ISPS Intl Security Port Surcharge  
ITAD Inland Transport Add Destination  
ITC In-Transit Prep Charge  
IVA Value Added Tax  
KCS Kuwait Congestion Surcharge  
KPA Kuwait Port Additional Charge  
LC Letter of Credit  
LDH US Origin THC  
LF Liftgate Fee  
LOAD Loading  
LOC Liner Out Charge  
LOLO Lift-On Lift-Off  
LOT Load on Truck  
LS Landing Surcharge  
LSF Sulphur Pollution Surcharge  
LSS Low Sulphur Surcharge  
LTHC Terminal Handling Charge for Named Country  
LWS Low Water Surcharge  
MAR Environmentally Friendly Fuel Surcharge  
MDF Manual Doc. Processing Fee  
MDR Mechanical Diagnostic Review  
MDY Miami Dray Charge  
MFS Marine Fuel Surcharge  
MHH Merchant Haulage  
MPCF Mis-Parking Container Fee  
MSC Merchant Suppl. Cont. Premium  
MTD Documentation Fee  
NAPS North Atlantic Port Security  
NBC New Bunker Charge  
NCS Nigerian Congestion Surcharge  
NOX Nitrogen Oxide Surcharge  
NS No Show Charge  
OCCS On-Carriage Congestion Surcharge  
OCD Origin Customs Declaration  
OCP On-Carriage Point  
ODF Origin Documentation Fee  
OHC Origin Handling Charge  
OHS Over Height Surcharge  
OLF Origin Land Freight  
OLS Over-Length Surcharge  
ONC On-Carriage Charge  
OOG Out of Gauge Charge  
OPA Origin Transport Arbitrary  
ORC Origin Receiving Charge  
OSC Origin Security Charge  
OTHC Origin Terminal Handling Charge  
OTS Origin Terminal Surcharge  
OTSC Origin Terminal Security Charge  
OWC On Wheels Charge  
OWS Overweight Surcharge  
PAD Port Additional Surcharge  
PAE Port Additional  
PCC Panama Canal Charge

PCF Panama Canal Fee  
PCLI Panama Canal Lock Improvement  
PCS Panama Canal Surcharge  
PCTF Panama Canal Transit Fee  
PCTS Panama Canal Transit Surcharge  
PDC Port Demurrage Charge  
PDEL Pier Delivery Fee  
PDF Port Discharge Fee  
PDOC Preparing Documents Fee  
PER Permit and Escort Fee  
PFS Port Facility Surcharge  
PHI Government Agency Inspection  
PIR Piracy Surcharge  
PNC Panama Canal Charge  
POP Provision of Power  
PPF Pier Pass Fee  
PPS Pier Pass Surcharge  
PRC Pier Receiving Charge  
PREC Pre-Carriage Charge  
PRF Paper Release Fee  
PRI Port Risk Surcharge  
PRM Primage Surcharge  
PRS Piracy Risk Surcharge  
PS Port Surcharge  
PSC Port Security Charge  
PSD Port Security at Destination  
PSE Port Security Charge Export  
PSF Port Service Charge  
PSF-US US Port Security Fee  
PSI Port Security Charge Import  
PSL Port Security at Loading Port  
PSS Peak Season Surcharge  
PSW Palletization & Shrink Wrap Fee  
PT Port Tax  
PTA Port Tax Admin Charges  
PTCC Port Crane Charge  
PUPF Pick Up Fee  
QS Quarantine Surcharge  
RCCS Refrigerated Container Consumption Surcharge  
RCFF Refrigerated Container Facilitation Fee  
REC Receiving  
RES Residential Delivery Surcharge  
RFF Rail Flip Fee  
RIF Rail Inland Fuel Surcharge  
RIPI Reverse Interior Point Intermodal  
RIS Rate Increase Surcharge  
RPS Residential Pick-up Surcharge  
RPT River Plate Toll  
RRS Rural Route Surcharge  
RS Reefer Surcharge  
RTF Road Tax Fee  
SCADM Security Compliance Administration Fee  
SCAF Security Compliance Admin Fee  
SCF Suez Canal Fee  
SCMC Security Compliance Management Charge  
SCS Carrier Security Charge  
SCU Cargo Protection Fee

SEC Security Surcharge  
SED Shippers Export Declaration Fee  
SEF Seal Fee  
SEP Special Equipment Premium  
SEQ Special Equipment Surcharge  
SER Carrier Security Surcharge  
SF Scale Fee  
SFDS South Florida Dray Surcharge  
SMD Security Manifest Document Fee  
SMDC Security Maintenance Doc Fee  
SOC Shipper Owned Container  
SPS Shanghai Port Surcharge  
STF Stuffing Charge  
STOR Storage Fee  
STRIKE Strike Surcharge  
STRP Devanning Charge  
SUS US Customs Transmission Fee  
SUZ Suez Canal Transit Charge  
TAD Transport Additional Destination  
TAFD Temporary Acceptance Fee Destination  
TAX Government Port Taxes  
TAXE TAX Export  
TC Terminal Charge  
TCE Temporary Customs Export  
TCI Temporary Customs Import  
TCRP Third Cost Recovery Program  
TF Title Fee  
THC Terminal Handling Charge  
THD Terminal Handling Destination  
THO Terminal Handling Origin  
TIF All Motor Inland Fuel  
TLF River Plate Toll Surcharges  
TMF Traffic Mitigation Fee/Pier Pass  
TOLL Toll Fee  
TPCS Terminal Port Congestion Surcharge  
TPCSF Terminal Port Congestion Foreign  
TPSS Terminal Port Security Surcharge  
TRC Terminal Receiving Charge  
TRS Theft Risk Surcharge  
TRSF Transfer Fee  
TS Triaxle Surcharge  
TSA Terminal Security Surcharge  
TSC Terminal Security Charge  
TSD Terminal Security Destination  
TSF Terminal Security Fee  
TSFD Terminal Security Fee Dest  
TSFO Terminal Security Fee Origin  
TSHS Trade Show Surcharge  
TSL Transload Fee  
TSO Terminal Security Origin  
TSS Terminal Security Surcharge  
TUS Tracked Unit Surcharge  
ULF Logistics Fee Mandatory  
USDCF US Documentation Fee  
USH US Handling Charge  
USTHC U.S. Terminal Handling Charges  
USTPSS U.S. Terminal Port Security Surcharge

VAS Value Added Surcharge  
VASD Value Added Surcharge Destination  
VASO Value Added Surcharge Origin  
VAT Value Added Tax  
VUS Vessel Operating Cost Surcharge  
WDOC Warehouse Documentation  
WF Wire Fee  
WFC Wharfage  
WFG Wharfage  
WFGD Wharfage Destination  
WFO Wharfage Origin  
WFS Warehouse Fuel Surcharge  
WHA Wharfage Charge  
WRS War Risk Surcharge  
WS Winter Surcharge  
WSC Winter Surcharge  
WT Waiting Time  
WUC Wheeled Usage Charge  
XDE Delivery Charge Fee  
XER Equipment Recovery Charge  
XRAY X-Ray Fee  
YAS Yen Appreciation Surcharge

### **Incoterms 2020 Rules**

EXW Ex Works  
FCA Free Carrier  
CPT Carriage Paid To  
CIP Carriage and Insurance Paid To  
DAT Delivered at Terminal  
DAP Delivered at Place  
DUP Delivered at Place Unloaded  
DDP Delivered Duty Paid  
FAS Free Alongside Ship  
FOB Free on Board  
CFR Cost and Freight  
CIF Cost, Insurance and Freight

### **Maritime Definitions**

**ABS:** The American Bureau of Shipping is a U.S. classification society that certifies if a ship is in compliance

with standard rules of construction and maintenance.

**Anchorage:** Port charge relating to a vessel moored at approved anchorage site in a harbour.

**Apron:** The area immediately in front of or behind a wharf shed on which cargo is lifted. On the "front apron," cargo is unloaded from or loaded onto a ship. Behind the shed, cargo moves over the "rear apron" into and out of railroad cars.

**Backhaul:** To haul a shipment back over part of a route which it has already travelled; a marine transportation carrier's return movement of cargo, usually opposite from the direction of its primary cargo distribution.

**Barge:** A large, flat-bottomed boat used to carry cargo from a port to shallow-draft waterways. Barges have no locomotion and are pushed by towboats. A single, standard barge can hold 1,500 tons of cargo or as much as either 15 railroad cars or 60 trucks can carry. A barge is 200 feet long, 35

feet wide and has a draft of 9 feet. Barges carry dry bulk (grain, coal, lumber, gravel, etc.) and liquid bulk (petroleum, vegetable oils, molasses, etc.).

**Berth:** (verb) To bring a ship to a berth. (noun) The wharf space at which a ship docks. A wharf may have two or three berths, depending on the length of incoming ships.

**Bill of lading:** A contract between a shipper and carrier listing the terms for moving freight between specified points.

**Board of Commissioners:** The members of the governing board of a port authority are called commissioners. Members of a Board of Commissioners can be elected or appointed and usually serve for several years.

**Bollard:** A line-securing device on a wharf around which mooring and berthing lines are fastened.

**Bonded warehouse:** A building designated by U.S. Customs authorities for storage of goods without payment of duties to Customs until goods are removed.

**Box:** Slang term for a container.

**Breakbulk cargo:** Non-containerized general cargo stored in boxes, bales, pallets or other units to be loaded onto or discharged from ships or other forms of transportation. (See also: **bulk** and **container**.) Examples include iron, steel, machinery, linerboard and wood pulp.

**Bulk cargo:** Loose cargo (dry or liquid) that is loaded (shovelled, scooped, forked, mechanically conveyed or pumped) in volume directly into a ship's hold; e.g., grain, coal and oil.

**Bulkhead:** A structure used to protect against shifting cargo and/or to separate the load.

**Buoys:** Floats that warn of hazards such as rocks or shallow ground, to help ships manoeuvre through unfamiliar harbours.

**Cabotage:** Shipment of cargo between a nation's ports is also called coastwise trade. The U.S. and some other countries require such trade to be carried on domestic ships only.

**Capacity:** The available space for, or ability to handle, freight.

**Captive cargo port:** When most of a port's inbound cargoes are being shipped short distances and most of its export products come from nearby areas, the port is called a captive cargo port. (Contrast with a **transit port**.)

**Cargo:** The freight (goods, products) carried by a ship, barge, train, truck or plane.

**Cargo, N.O.S.:** Means articles not otherwise specified in individual commodity items of this tariff.

**Carrier:** An individual, partnership or corporation engaged in the business of transporting goods or passengers (See also: **ocean carrier**.)

**Cartage:** Originally the process of transporting by cart. Today, the term is used for trucking or trucking fees.

**Caution:** Means articles which may be subject to hazardous handling and identification.

**Channels of distribution:** The routes by which products are transported from origin to destination. This includes the physical routes, as well as the different companies involved in ultimately delivering the goods to buyers.

**Checkers:** See **clerks**.

**Chock:** A piece of wood or other material put next to cargo to prevent it from shifting.

**Civil service:** Some U.S., state, city and parish government jobs are protected under civil service systems which are designed to provide a degree of security to employees and to deter nepotism, political patronage and arbitrary treatment of workers.

**Clerks:** When cargo is unloaded from a ship, a clerk checks the actual count of the goods (number of boxes, drums, bundles, pipes, etc.) versus the amount listed on the ship's manifest. He will note shortages, overages or damage. This is used to make claims if needed.

**Common carrier:** Trucking, railroad or barge lines that are licensed to transport goods or people nationwide are called common carriers.

**Conference rate:** Rates arrived at by conference of carriers applicable to water transportation.

**Consignment:** A shipment of goods. The buyer of this shipment is called the **consignee**; the seller of the goods is called the **consignor**.

**Consolidated Freight Station or Container Freight Station (CFS)**- Location on terminal grounds where stuffing and stripping of containers is conducted.

**Consolidator:** The person or firm that consolidates (combines) cargo from a number of shippers into a container that will deliver the goods to several buyers.

**Container:** A box made of aluminium, steel or fiberglass used to transport cargo by ship, rail, truck or barge. Common dimensions are 20' x 8' x 8' (called a TEU or twenty-foot equivalent unit) or 40' x 8' x 8', called an FEU. Variations are collapsible containers, tank containers (for liquids) and "rag tops" (open-topped containers covered by a tarpaulin for cargo that sticks above the top of a closed box). In the container industry, containers are usually simply called boxes.

**Container freight station:** The facility for stuffing and stripping a container of its cargo, especially for movement by railroad.

**Container chassis:** A piece of equipment specifically designed for the movement of containers by highway to and from container terminals.

**Container crane:** Usually, a rail-mounted gantry crane located on a wharf for the purpose of loading and unloading containers on vessels.

**Container terminal:** A specialized facility where ocean container vessels dock to discharge and load containers, equipped with cranes with a safe lifting capacity of 35-40 tons, with booms having an outreach of up to 120 feet in order to reach the outside cells of vessels. Most such cranes operate on rail tracks and have articulating rail trucks on each of their four legs, enabling them to traverse along the terminal and work various bays on the vessel and for more than one crane to work a single vessel simultaneously. Most terminals have direct rail access and container storage areas and are served by highway carriers.

**Containerization:** The technique of using a container to store, protect and handle cargo while it is in transit. This shipping method has both greatly expedited the speed at which cargo is moved from origin to destination and lowered shipping costs.

**Container on Flat Car (COFC)**- A container placed directly on a railroad flatcar without chassis.

**Contraband:** Goods prohibited in trade (such as weapons going to Iran, anything to Cuba). Smuggled goods.

**Corps of Engineers:** This department of the U. S. Army is responsible for flood protection and providing safe navigation channels. The Corps builds and maintains the levees, flood walls and spillways that keep major rivers out of low-lying communities. The Corps is vital to keeping navigation channels open by dredging sand, silt and gravel that accumulate on river and harbour bottoms.

**Craft:** A boat, ship or airplane.

**Customs:** A duty or tax on imported goods. These fees are a major bonus to the economy. In 1999, for example, the U. S. Customs Department collected over **\$22 billion** in fees nationally, which went into the U.S. Treasury. The Customs Department also works to prevent the importation of illegal drugs and contraband.

**Customs broker:** This person prepares the needed documentation for importing goods (just as a freight forwarder does for exports). The broker is licensed by the Treasury Department to clear goods through U.S. Customs. Performs duties related to documentation, cargo clearance, coordination of inland and ocean transportation, dockside inspection of cargo, etc. (Also known as a customs broker.)

**Dead Weight Tonnage (DWT):** Maximum weight of a vessel including the vessel, cargo and ballast.

**Deadhead:** When a truck returning from a delivery has no return freight on the back haul, it is said to be in deadhead.

**Deck barge:** Transports heavy or oversize cargoes mounted to its top deck instead of inside a hold. Machinery, appliances, project cargoes and even recreational vehicles move on deck barges.

**Demurrage:** A penalty fee assessed when cargo isn't moved off a wharf before the free time allowance ends.



**Dock:** (verb) - To bring in a vessel to tie up at a wharf berth. (One parks a car but docks a ship.)  
(noun) - A dock is a structure built along, or at an angle from, a navigable waterway so that vessels may lie alongside to receive or discharge cargo. Sometimes, the whole wharf is informally called a dock.

**Dockage:** A charge by a port authority for the length of water frontage used by a vessel tied up at a wharf.

**Draft:** The depth of a loaded vessel in the water taken from the level of the waterline to the lowest point of the hull of the vessel; depth of water, or distance between the bottom of the ship and waterline.

**Drayage:** Transport by truck for a short distance, e.g. from wharf to warehouse.

**Dredge:** (noun) A waterborne machine that removes unwanted silt accumulations from the bottom of a waterway. (verb) The process of removing sediment from harbour or river bottoms for safety purposes and to allow for deeper vessels.

**Dry bulk:** Minerals or grains stored in loose piles moving without mark or count. Examples are potash, industrial sands, wheat, soybeans and peanuts.

**Dry cargo:** Means cargo other than that requiring temperature control.

**Dunnage:** Wood or other material used in stowing ship cargo to prevent its movement.

**Duty:** A government tax on imported merchandise.

**Electronic Data Interchange (EDI):** The exchange of information through an electronic format. Electronic commerce has been under intensive development in the transportation industry to achieve a competitive advantage in international markets.

**Elevator:** A complex including storage facilities, computerized loading; inspection rooms and docks to load and unload dry bulk cargo such as grain or green coffee.

**Explosive cargo:** Means cargo falling within Class A, B, and C explosives.

**Export packers:** Firms that securely pack export products into a container to crate to protect the cargo from damage during an ocean voyage.

**Feeder service:** Ocean transport system involving use of centralized ports to assemble and disseminate cargo to and from ports within a geographic area. Commodities are transported between major ports, then transferred to feeder vessels for further transport to a number of additional ports.

**Fender piles:** The wooden or plastic pilings on the outer edge of the wharf function like the fenders on a car. They are there to absorb the shock of a ship as it docks at the wharf and to protect the structural pilings that actually support the wharf. Fender piles are also called sacrifice piles since they are designed to be discarded after they are broken.

**Fleeting:** The area at which barges, towboats and tugs are berthed until needed. The operation of building or dismantling barge tows.

**Foreign Trade Zone (FTZ) -** Known in some countries as a free zone, a foreign trade zone (FTZ) is a site within the USA (in or near a U.S. Customs port of entry) where foreign and domestic goods are held until they ready to be released into international commerce. If the final product is imported into the U.S., duties and taxes are not due until the goods are release into the U.S. market. Merchandise may enter an FTZ without a formal Customs entry or the payment of Customs duties or government excise taxes. In the zone, goods may be stored, tested, sampled, repackaged or re-labelled, cleaned, combined with other products, repaired or assembled, etc.

**Free out:** means the application of the Terminal Charges are for the account of the cargo.

**Freight:** Merchandise hauled by transportation lines.

**Freight forwarder:** An individual or company that prepares the documentation and coordinates the movement and storage of export cargoes. See also Customs house broker.

**Gantry crane:** Track-mounted, shoreside crane utilized in the loading and unloading of breakbulk cargo, containers and heavy lift cargo.

**General cargo:** Consists of both containerized and breakbulk goods, in contrast to bulk cargo. See: breakbulk, container, bulk, dry bulk). General cargo operations produce more jobs than bulk handling.

**Grain elevator:** Facility at which bulk grain is unloaded, weighed, cleaned, blended and exported.

**Gross tonnage:** The sum of container, breakbulk and bulk tonnage.

**Harbour:** A port of haven where ships may anchor.

**Heavy hauler:** A truck equipped to transport unusually heavy cargoes (steel slabs, bulldozers, transformers, boats, heavy machinery, etc.)

**Heavy lift:** Very heavy cargoes that require specialized equipment to move the products to and from ship/truck/rail/barge and terminals. This "heavy lift" machinery may be installed aboard a ship designed just for such transport. Shore cranes, floating cranes and lift trucks may also adapt for such heavy lifts.

**Home port:** Port from which a cruise ship loads passengers and begins its itinerary, and to which it returns to disembark passengers upon conclusion of voyage. Sometimes referred to as "embarkation port" and "turn around port."

**Hopper car:** A freight car used for handling dry bulks, with an openable top and one or more openings on the bottom through which the cargo is dumped.

**Hostler (or hustler):** A tractor, usually unlicensed, for moving containers within a yard. An employee who drives a tractor for the purpose of moving cargo within a container yard.

**Interchange:** Point of entry/exit for trucks delivering and picking up containerized cargo. Point where pickups and deposits of containers in storage area or yard are assigned.

**I.L.A.** - International Longshoremen's Association, which operates on the East and Gulf Coasts. See **Labour, Unions and Longshoremen**.

**I.L.W.U.** - International Longshore and Warehouse Union, which operates on the West Coast. See **Labour, Unions and Longshoremen**.

**Intermodal shipment:** When more than one mode of transportation is used to ship cargo from origin to destination, it is called intermodal transportation. For example, boxes of hot sauce from Louisiana are stuffed into metal boxes called containers at the factory. That container is put onto a truck chassis (or a railroad flat car) and moved to a port. There the container is lifted off the vehicle and lifted onto a ship. At the receiving port, the process is reversed. Intermodal transportation uses few laborers and speeds up the delivery time.

**IMX:** This is transportation shorthand for intermodal exchange. In an IMX yard, containers can be lifted from truck chassis to rail intermodal cars or vice versa.

**ISO:** International Organization for Standardization. Worldwide organization formed to promote development of standards to facilitate the international carriage and exchange of goods and services. Governs construction specifications for ISO containers.

**JIT:** The abbreviation for "just in time," which is a way to minimize warehousing costs by having cargo shipped to arrive just in time for its use. This inventory control method depends on extremely reliable transportation.

**Label cargo:** Means the application of the Terminal Charges are for the account of the cargo.

**Labour union:** An organization of workers formed to serve members' collective interests with regard to wages and working conditions. The maritime unions within ports can include locals of the larger union, such as the General Longshore Workers; Clerks and Checkers; Sack-sewers, Sweepers, Water boys and Coopers; Dock Loaders and Unloaders of Freight Cars and Barges; Dray Clerks, Weighers and Samplers; plus the Seafarer's International Union; the National Maritime Union; the Marine Engineers' Beneficial Association and the Teamsters. Some laborers don't belong to a union.

**Landlord port:** At a landlord port, the port authority builds the wharves, which it then rents or leases to a terminal operator (usually a stevedoring company). The operator invests in cargo-handling equipment (forklifts, cranes, etc), hires longshore laborers to operate such lift machinery and negotiates contracts

with ocean carriers (steamship services) to handle the unloading and loading of ship cargoes. (See also: **operating port.**)

**LASH:** These 900-foot-long ships carry small barges inside the vessel. LASH stands for Lighter Aboard Ship. Just as cargo is transported by barge from the shallower parts of the Mississippi River to the Port of New Orleans for export aboard ocean-going ships, LASH barges are lifted into these unusual ships. Overseas, the ship can discharge clusters of barges in the open waters. Then several towboats will assemble the barges into tows bound for various ports and inland waterways, without the ship having to spend time traveling to each port.

**Launch service:** Companies that offer "water-taxi" service to ships at anchor.

**LCL:** The acronym for "less than container load." It refers to a partial container load that is usually consolidated with other goods to fill a container.

**Length Overall (LOA):** Linear measurement of a vessel from bow to stern.

**Lift On-Lift Off (LO/LO):** Cargo handling technique involving transfer of commodities to and from the ship using shoreside cranes or ship's gear.

**Liner out:** Means that the Line (Carrier) will pay the Terminal Charges.

**LTL:** Means a shipment that is "less than truckload". Cargoes from different sources are usually consolidated to save costs.

**Long ton:** A long ton equals 2240 pounds.

**Longshoremen:** Dock workers who load and unload ships, or perform administrative tasks associated with the loading or unloading of cargo. They may or may not be members of labour unions. Longshore gangs are hired by stevedoring firms to work the ships. Longshoremen are also called stevedores.

**Manifest:** The ship captain's list of individual goods that make up the ship's cargo.

**Marine surveyor:** Person who inspects a ship hull or its cargo for damage or quality.

**Master:** The officer in charge of the ship. "Captain" is a courtesy title often given to a master.

**Maritime:** (adjective) Located on or near the sea. Commerce or navigation by sea. The maritime industry includes people working for transportation (ship, rail, truck and towboat/barge) companies, freight forwarders and customs brokers; stevedoring companies; labour unions; chandlers; warehouses; ship building and repair firms; importers/exporters; pilot associations, etc.

**Marshalling yard:** This is a container parking lot, or any open area where containers are stored in a precise order according to the ship loading plan. Containers terminals may use a grounded or wheeled layout. If the cargo box is placed directly on the ground, it is called a grounded operation. If the box is on a chassis/trailer, it is a wheeled operation.

**Mean low water (MLW):** Lowest average level water reaches on an outgoing tide.

**Mean high water (MHW):** Highest average level water reaches on an outgoing tide.

**Mixed shipment:** Means a shipment consisting of articles described in and rated under two or more rate items of this Tariff.

**Mooring dolphin:** A cluster of pilings to which a boat or barge ties up.

**Motor ship (MS) or motor vessel (MV):** A ship propelled by internal-combustion engines.

**NVOCC:** A non-vessel-owning common carrier that buys space aboard a ship to get a lower volume rate. An NVOCC then sells that space to various small shippers, consolidates their freight, issues bills of lading and books space aboard a ship.

**Neo-bulk cargo:** Uniformly packaged goods, such as wood pulp bales, which stow as solidly as bulk, but are handled as general cargoes.

**Non-Hazardous:** Means non-label cargo which is permitted stowage between decks or under deck (other than magazine) under C.F.R. Title 46 – shipping, as amended from time to time, and such cargo will be rated in accordance with the rates applicable therefor as provided in the tariff item.

**Ocean carrier:** Diesel-fuelled vessels have replaced the old steamships of the past, although many people still refer to modern diesel ships as steamships. Likewise, the person who represents the ship in port is still often called a steamship agent. (**See:** steamship agent)

**On-dock rail:** Direct shipside rail service. Includes the ability to load and unload containers/breakbulk directly from rail car to vessel.

**On-terminal rail:** Rail service and trackage provided by a railroad within a designated terminal area.

**One commodity:** Means any or all the articles described in any one rate item in this Tariff.

**Operating port:** At an operational port like Charleston, South Carolina, the port authority builds the wharves own the cranes and cargo-handling equipment and hires the labour to move cargo in the sheds and yards. A stevedore hires longshore labour to lift cargo between the ship and the dock, where the port's laborers pick it up and bring it to the storage site. (See **landlord port**.)

**Pallet:** A short wooden, metal or plastic platform on which package cargo is placed, then handled by a forklift truck.

**Pier:** A structure which just out into a waterway from the shore, for mooring vessels and cargo handling. Sometimes called a finger pier.

**Piggyback:** A rail transport mode where a loaded truck trailer is shipped on a rail flatcar.

**Pilot:** A licensed navigational guide with thorough knowledge of a particular section of a waterway whose occupation is to steep ships along a coast or into and out of a harbour. Local pilots board the ship to advise the captain and navigator of local navigation conditions (difficult currents; hidden wrecks, etc.).

**Port:** This term is used both for the harbour area where ships are docked and for the agency (port authority), which administers use of public wharves and port properties.

**Port-of-call:** Port at which cruise ship makes a stop along its itinerary. Calls may range from five to 24 hours. Sometimes referred to as "transit port" and "destination port." (See also: **home port**)

**Project cargo:** The materials and equipment to assemble a special project overseas, such as a factory or highway.

**Quay:** A wharf, which parallels the waterline.

**Railhead:** End of the railroad line or point in the area of operations at which cargo is loaded and unloaded.

**Railyard:** A rail terminal at which occur traditional railroad activities for sorting and redistribution of railcars and cargo.

**Reefer:** A container with refrigeration for transporting frozen foods (meat, ice cream, fruit, etc.)

**Refrigeration or reefer units:** The protective cooling of perishable freight by ice, liquid nitrogen, or mechanical devices

**Revenue tow:** Means 1,000 kilos or 1 cubic meter as freight charges are assessed.

**Ro/Ro:** Short for roll on/roll/of . A Ro/Ro ship is designed with ramps that can be lowered to the dock so cars, buses, trucks or other vehicles can drive into the belly of the ship, rather than be lifted aboard. A Ro/Ro ship, like a container ship, has a quick turnaround time of about 12 hours.

**Rubber-Tired Gantry (RTG):** Traveling crane used for the movement and positioning of containers in a container field. RTG's may also be used for loading and unloading containers from rail cars.

**Sheddage:** Regardless of the length of stay, a vessel is charged a one-time fee for use of shed space and/or marginal (waterside) rail track space. The charge is based on the length of a vessel.

**Shipment:** Means a quantity of goods, tendered by one Consignor on one Bill of Lading at one port/point of origin at one time in one or more containers for one Consignee at one port/point of destination.

**Short ton:** A short ton equals 2,000. Lifting capacity and cargo measurements are designated in short tons.

**Spreader:** a device for lifting containers by their corner posts. The spreader bar on a container crane is telescopic to allow lifting various length containers.

**Steamship:** Today, ships that transport cargo overseas are powered by diesel fuel instead of steam. Many people still use the term "steamship," but the more modern term for the service is "**ocean carrier**" and for the ship itself, "**motor vessel**."

**Steamship agent:** The local representative who acts as a liaison among ship owners, local port authorities,

terminals and supply/service companies. An agent handles all details for getting the ship into port; having it unloaded and loaded; inspected and out to sea quickly. An agent arranges for pilots; tug services; stevedores; inspections, etc., as well as, seeing that a ship is supplied with food, water, mail, medical services, etc. A steamship agency does not own the ship.

**Steamship company:** A business that owns ships that operate in international trade.

**Steamship line:** A steamship (ocean carrier) service running on a particular international route.

Examples:

NSCSA (National Shipping Company of Saudi Arabia), American President Lines (APL), Maersk Sealand, Evergreen, etc.

**Stevedores:** Labour management companies that provide equipment and hire workers to transfer cargo between ships and docks. Stevedore companies may also serve as terminal operators. The laborers hired by the stevedoring firms are called stevedores or longshoremen.

**Straddle carrier:** Container terminal equipment, which is motorized and runs on rubber tires. It can straddle a single row of containers and is primarily used to move containers around the terminal, but also to transport containers to and from the transtainer and load/unload containers from truck chassis.

**Stripping:** The process of removing cargo from a container.

**Stuffing:** The process of packing a container with loose cargo prior to inland or ocean shipment.

**Tank barges:** Used for transporting bulk liquids, such as petroleum, chemicals, molasses, vegetable oils and liquefied gases.

**Tariff:** Schedule, system of duties imposed by a government on the import/export of goods; also, the charges, rates and rules of a transportation company as listed in published industry tables.

**Terminal:** The place where cargo is handled is called a terminal (or a wharf).

**Terminal operator:** The company that operates cargo handling activities on a wharf. A terminal operator oversees unloading cargo from ship to dock, checking the quantity of cargoes versus the ship's manifest (list of goods), transferring of the cargo into the shed, checking documents authorizing a trucker to pick up cargo, overseeing the loading/unloading of railroad cars, etc.

**Top lift:** A piece of equipment similar to a forklift that lifts from above rather than below. Used to handle containers in the storage yard to and from storage stacks, trucks and railcars.

**Towboat:** A snub-nosed boat with push knees used for pushing barges. A small towboat (called a **push boat**) may push one or two barges around the harbour. A large towboat is used to push from 5 to 40 barges in a tow is called a **line boat**. From the Port of New Orleans, line boats deliver cargo to Mid-America via the 14,500-mile waterway system flowing through the Crescent City.

**(See also: tugboat)**

**Tractor-trailer:** Some trucks are a solid unit, such as a van, but many have three main units. The front section where the driver sits is called the cab or the tractor (because it pulls a load). Cargo is loaded into the metal box (container), which is loaded onto the wheelbase called a chassis or a trailer. These big trucks are often also called 18-wheelers.

**Trailer On-Flat Car (TOFC):** A container placed on a chassis that is in turn placed on a railroad car.

**Tramp:** A ship operating with no fixed route or published schedule.

**Transit port:** When the majority of cargoes moving through a port aren't coming from or destined for the local market, the port is called a transit (or through) port.

**Transit shed:** The shed on a wharf is designed to protect cargoes from weather damage and is used only for short-term storage. Warehouses operated by private companies' house goods for longer periods.

**Trans-shipment:** The unloading of cargo at a port or point where it is then reloaded, sometimes into another mode of transportation, for transfer to a final destination.

**Transtainer:** A type of crane used in the handling of containers, which is motorized, mounted on rubber tires and can straddle at least four railway tracks, some up to six, with a lifting capacity of 35 tons for loading and unloading containers to and from railway cards.

**Trucks:** Heavy automotive vehicles used to transport cargo. In the maritime industry, cargo is often carried by tractor-trailers. The tractor is the front part of the vehicle, also called a cab. The trailer is the detachable wheeled chassis behind the tractor, on which containers or other cargoes are placed.

(See: **common carrier; heavy hauler; drayage**)

**Tugboat:** Strong v-hull shaped boat used for manoeuvring ships into and out of port and to carry supplies. A ship is too powerful to pull up to the wharf on its own. It cuts power and lets the tug nudge it in. In general barges are pushed by **towboats**, not tugs.

**Twenty Foot Equivalent Unit (TEU):** A unit of measurement equal to the space occupied by a standard twenty-foot container. Used in stating the capacity of container vessel or storage area. One 40 ft. Container is equal to two TEU's.

**U. S. Army Corps of Engineers:** See **Corps of Engineers.**

**U. S. Customs:** See **Customs.**

**Vessel:** A ship or large boat.

**Vessel operator:** A firm that charters vessels for its service requirements, which are handled by their own offices or appointed agents at ports of call. Vessel operators also handle the operation of vessels on behalf of owners.

**Warehouse:** A place in which goods or merchandise is stored.

**Waybill:** The document used to identify the shipper and consignee, present the routing, describe the goods, present the applicable rate, show the weight of the shipment, and make other useful information notations.

**Wharf:** The place at which ships tie up to unload and load cargo. The wharf typically has front and rear loading docks (aprons), a transit shed, open storage areas, truck bays, and rail tracks.

**Wharfage fee:** A charge assessed by a pier or wharf owner for handling incoming or outgoing cargo.

**Yard:** a system of tracks within a certain area used for making up trains, storing cars, placing cars to be loaded or unloaded, etc.

## **Rate Basis**

### **Rule 15 – Symbols**

#### **Hazard Codes**

AV Ad Valorem an IMO Stow Category A  
EA Each B IMO Stow Category B  
LS Lump Sum C IMO Stow Category C  
M Measure D IMO Stow Category D  
MBF 1000 Board Feet E IMO Stow Category E  
PC Per Container HAZ Hazardous  
W Weight NHZ Non-Hazardous  
WM Weight/Measure N/A Not Applicable

#### **Container Sizes**

LTL Less Than Load 43 43FT  
20 20FT 45S 45FT 8' 00"  
24 24FT 45 45FT 8' 6"  
35 35FT 45A 45FT 9' High Cube  
40S 40FT 8' 45B 45FT 9' 6" High Cube  
40 40FT 8' 6" 45X 45FT Any Height  
40A 40FT 9' High Cube 48 48FT  
40B 40FT 9' 6" High Cube 53 53FT  
42 42FT N/A Not Applicable

**Types**

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

**Temperature Types**

AC Artificial Atmosphere Control  
CLD Chilled  
FRZ Frozen  
HTD Heated  
N/A Not Applicable/Not Operating  
RE Refrigerated  
VEN Ventilated  
B Barge  
D Door  
M Motor  
R Rail Yard  
S Container Freight Station  
U Rail Siding  
V Team Tracks  
Y Container Yard

**Service Types**

B Barge  
M Motor  
MB Motor/Barge  
MR Motor/Rail  
N/A Not Applicable  
R Rail  
RB Rail/Barge

**Inland Transportation Modes**

KGS Kilograms  
KT 1000 Kgs (Metric Ton)  
LBS Pounds  
LT Long Ton (2240 LBS)  
ST Short Ton (2000 LBS)

**Weight**

CBM Cubic Meter  
CBF Cubic Feet

**Volume**

CM Centimetres  
FT Feet  
IN Inches  
M Metres

## **Rule 16 – General Rate Increase**

N/A

## **Rule 17 – Mandatory Submission of Verified Gross Mass by Shipper**

### **A. SOLAS REQUIREMENTS**

Effective July 1, 2016, the Safety of Life at Sea Convention of 1974 (“SOLAS”) requires that the person named as shipper on the ocean carrier bill of lading or equivalent document and/or who has concluded a contract of carriage with Carrier (hereinafter, the “Shipper”) provide Carrier with the verified gross mass (“VGM”) of containers to be transported by vessel. Under SOLAS, the Shipper may obtain the VGM by either (1) weighing the packed container using calibrated and certified equipment; or (2) weighing all packages and cargo items, including the mass of pallets, dunnage and other securing material to be packed in the container and adding the tare mass of the container to the sum of the single masses, using a certified scale approved by the competent authority of the jurisdiction in which packing of the container was completed. In certain jurisdictions, authorities may also determine alternative methods of determining the VGM to be compliant with SOLAS. SOLAS requires the VGM be submitted to the Carrier sufficiently in advance to be used in preparation of the vessel stowage plan. SOLAS prohibits Carrier from loading containers for which no VGM is provided.

### **B. PROVISION OF VGM**

#### **1. Time for Submitting VGM**

In order to enable Carrier to comply with the requirements of SOLAS described above, Shipper or its authorized agent must provide Carrier with the VGM of cargo tendered to Carrier, calculated in accordance with applicable legal requirements, no later than the following deadlines:

- (a) For cargo tendered to Carrier or its agent/contractor at the marine terminal no later than the VGM cut-off date which shall be determined by the applicable marine terminal.
- (b) For cargo tendered to Carrier or its agent/contractor at an inland facility (including ramp or Shipper’s facility), no later than the date the cargo is received by the Carrier at such facility.

#### **2. Form of VGM**

Shipper or its authorized agent shall submit VGM in any one of the following formats:

- (i) EDI message (VERMAS, 304 messages, XML)

SOLAS requires that the VGM data submitted by Shipper indicate that the weight provided is the VGM and that it be signed by a person duly authorized by Shipper. Shipper or its agent may fulfil this signature requirement as follows:

- (i) In the case of VGM provided via EDI, by including the name of the duly authorized person in CAPITAL LETTERS in the EDI information; or
- (ii) In the case of VGM provided via electronic transmission (e.g., email, email- attachment or fax) or physical delivery of a hard copy document, by including a physical signature of the duly authorized person in the document or by including an electronic signature of the duly authorized person in the document (e.g., “signed by NAME IN CAPITAL LETTERS”), whichever is applicable.

The foregoing signature shall constitute a warranty by the individual that it is authorized to sign such document on behalf of Shipper.

### **C. DISCREPANCIES BETWEEN VGM AND SUBSEQUENTLY DETERMINED WEIGHT; ADMINISTRATIVE FEE**

Carrier (including its agents/contractors) may, but is not under any obligation, to weigh cargo for which a VGM has been received. If the weight determined by Carrier or any other subcontractor differs from the VGM received from the Shipper or its agent, Carrier shall replace the VGM on all shipping documents with the weight determined by Carrier. In the event it is necessary to revise shipping documents pursuant to this Rule, an administrative fee of \$25 per container for each



container for which the shipping documents had to be revised shall be payable to Carrier, with such fee to be for the account of the cargo and payable as additional freight.

#### D. FAILURE TO TIMELY SUBMIT VGM: NON-COMPLIANCE

If a loaded container is received without a VGM or if the VGM is not received by the deadline established under this rule, or if the Carrier determines at its discretion to weigh the loaded container due to non-compliance of SOLAS, Carrier shall have the option to either:

(i) Refuse to load the container until a VGM is supplied by Shipper, in which case any and all costs, fees, expenses, damages and/or penalties of every and any type, nature or source shall be for the account of the cargo, and shall be payable to Carrier as additional freight; or

(ii) Weigh the cargo on behalf of the Shipper and use that weight in lieu of the VGM, in which case a charge of \$300.00 per container, or the actual costs incurred by the Carrier in weight such container in case such cost is higher, shall apply for the account of the cargo, and shall be payable to Carrier as additional freight.

If a loaded container is denied admission to a marine terminal facility or rail ramp, whichever is applicable, due to the lack of a VGM or non-compliance with SOLAS, all costs, as noted herein, and any other costs and expense arising from the consequences of such denial shall be for the account of the Shipper and/or cargo.

#### E. PASS THROUGH COST ASSOCIATED WITH VGM

In the event the Carrier and / or the Port of Loading designate a VGM associated fee for weighing, filing, demurrage, handling, etcetera that specific charge, along with associated back-up, will be a Pass through charge billed to the underlying Shipper as noted on the Seaspac International Forwarders Ltd bill of lading.

#### F. SEASPACE SYSTEM VGM SURCHARGES

FCL – Initial Filing \$20.00 per Container with Corrections or Re-Filings \$30.00 per container

LCL – Initial Filing \$ 7.00 per Shipment Maximum \$50.00 per shipment with Corrections or Re-Filings \$50.00 per shipment