FMC ORG. NO. 025867
NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATES: 8NOV2023
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CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

TARIFF NO. 025867-002
NRA GOVERNING RULES TARIFF
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAKBULK
BETWEEN
U.S. PORTS AND POINTS
(AS SPECIFIED IN RULE 1)
AND
WORLD PORTS AND POINTS
(AS SPECIFIED IN RULE 1-A)

Transworld Cargo, Inc, is a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC license number 025867N and FMC Organization No. 025867.

NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements 46 CFR §§520, 531, 532 and OSRA 2022. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs").

NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation). Carrier may issue written quotations, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper must provide the Carrier with a signed agreement, or send carrier a written communication, including an email, indicating acceptance of the NRA terms, or book a shipment after receiving the NRA terms from the Carrier. **NOTE: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."** The terms contained in the NRA writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for the shipment constitutes final acceptance by Shipper or Consignee of the NRA offer, and the terms of the NRA shall bind the parties. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo. The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received by the NVOCC. For any pass-through charge for which a specific amount is not included in the NRA or the rules tariff, the NVOCC may invoice the shipper for charges the NVOCC incurs, with no markup. The NRA may list the additional surcharges or assessorial charges, including pass-through charges, or reference specific surcharges or assessorial charges in the NVOCC's rules tariff.

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Tariff Details

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Organization Information

Number:	025867
Name:	TRANSWORLD CARGO INC.
Trade Name:	NA
Type:	Non-Vessel Operating Common Carrier
Hdq. Country:	USA
Home Office:	New York
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Tariff Rule Information

FMC ORG. NO. 025867:	TRANSWORLD CARGO INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO.: Table of Contents

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Tariff Rule Information

FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO. 002 - Between (US and World) AMENDMENT NO. O
Rule 1:	Scope

Effective: 8NOV2023 Expire Date: NONE Published:8NOV2023

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

U.S. ATLANTIC BASE PORTS (ACBP)
Baltimore, MD
Boston, MA
Chester, PA
Charleston, SC
Jacksonville, FL
Miami, FL
New York, NY
Newark, NJ
Norfolk VA
Philadelphia, PA
Savannah, GA
Wilmington, NC
U.S. GULF COAST BASE PORTS: (GCBP)
Houston, TX
Galveston, TX
New Orleans, LA
Tampa, FL
Mobile, AL
U.S. PACIFIC COAST BASE PORTS: (PCBP)
Port Hueneme, CA
Los Angeles, CA
Long Beach, CA
Oakland, CA
San Francisco, CA
Portland, OR
Seattle, WA
Tacoma, WA
GREAT LAKES BASE PORTS
Includes Chicago, IL
SUBSTITUTED SERVICE AND INTERMODAL SERVICE
A. SUBSTITUTED SERVICE
This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. In no event shall any such transfer arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.
B. INTERMODAL SERVICE
Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service.
Intermodal Rates will be shown as single-factor through rates as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 herein). Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual NRA of this tariff. Intermodal rates will apply from locations specified in rule 1-B.
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Rule 1-A:	Worldwide Ports and Points

Effective: 8NOV2023 **Expire Date: NONE** **Published:8NOV2023**

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

AFGHANISTAN
ALBANIA
ALGERIA
AMERICAN SAMOA
ANDORRA
ANGOLA
ANGUILLA
ANTARCTICA
ANTIGUA AND BARBUDA
ARGENTINA
ARUBA
ASHMORE AND CARTIER ISLANDS
AUSTRALIA
AUSTRIA
BAHAMAS THE
BAHRAIN
BAKER ISLAND
BANGLADESH
BARBADOS
BASSAS DA INDIA
BELGIUM
BELIZE
BENIN
BERMUDA
BHUTAN
BOLIVIA
BOTSWANA
BOUVET ISLAND
BRAZIL
BRITISH VIRGIN ISLANDS
BRUNEI
BULGARIA
BURKINA
BURMA
BURUNDI
CAMBODIA
CAMEROON
CANADA
CAPE VERDE
CAYMAN ISLANDS
CENTRAL AFRICAN REPUBLIC
CHAD
CHILE
CHINA
CHRISTMAS ISLAND
CLIPPERTON ISLAND
COCOS (KEELING) ISLANDS
COLOMBIA
COMOROS
CONGO
COOK ISLANDS
CORAL SEA ISLANDS
COSTA RICA
CUBA
CYPRUS
CZECHOSLOVAKIA
DENMARK
DJIBOUTI
DOMINICA
DOMINICAN REPUBLIC
ECUADOR
EGYPT
EL SALVADOR
EQUATORIAL GUINEA
ETHIOPIA
EUROPA ISLAND
FALKLAND ISLANDS (ISLAS MALVIN
FAROE ISLANDS
FEDERATED STATES OF MICRONESIA
FIJI
FINLAND
FRANCE
FRENCH GUIANA
FRENCH POLYNESIA
FRENCH SOUTHERN AND ANTARCTIC
GABON
GAMBIA THE
GAZA STRIP
GERMANY
GHANA
GIBRALTAR
GLORIOSO ISLANDS
GREECE
GREENLAND
GRENADA
GUADELOUPE
GUAM
GUATEMALA
GUERNSEY
GUINEA
GUINEA BISSAU
GUYANA
HAITI
HEARD ISLAND AND MCDONALD ISLA
HONDURAS
HONG KONG
HOWLAND ISLAND
HUNGARY
ICELAND
INDIA
INDONESIA
IRAN
IRAQ
IRAQ SAUDI ARABIA NEUTRAL ZONE
IRELAND
ISRAEL
ITALY
IVORY COAST
JAMAICA
JAN MAYEN
JAPAN
JARVIS ISLAND
JERSEY
JOHNSTON ATOLL
JORDAN
JUAN DE NOVA ISLAND
KENYA
KINGMAN REEF
KIRIBATI
KOREA
KOREA DEMOCRATIC PEOPLES REP
KOREA REPUBLIC OF
KUWAIT
LAOS
LEBANON
LESOTHO
LIBERIA
LIBYA
LIECHTENSTEIN
LUXEMBOURG
MACAU
MADAGASCAR
MALAWI
MALAYSIA
MALDIVES
MALI
MALTA
MAN ISLE OF
MARSHALL ISLANDS
MARTINIQUE
MAURITANIA
MAURITIUS
MAYOTTE
MEXICO
MIDWAY ISLANDS
MONACO
MONGOLIA
MONTSERRAT
MOROCCO
MOZAMBIQUE
NAMIBIA
NAURU
NAVASSA ISLAND
NEPAL
NETHERLANDS
NETHERLANDS ANTILLES
NEW CALEDONIA
NEW ZEALAND
NICARAGUA
NIGER
NIGERIA
NIUE
NORFOLK ISLAND
NORTHERN MARIANA ISLANDS
NORWAY
OMAN
PAKISTAN
PALMYRA ATOLL
PANAMA
PAPUA NEW GUINEA
PARACEL ISLANDS
PARAGUAY
PERU
PHILIPPINES
PITCAIRN ISLANDS

POLAND
PORTUGAL
PUERTO RICO
QATAR
REUNION
ROMANIA
RWANDA
SAN MARINO
SAO TOME AND PRINCIPE
SAUDI ARABIA
SENEGAL
SEYCHELLES
SIERRA LEONE
SINGAPORE
SOLOMON ISLANDS
SOMALIA
SOUTH AFRICA
SOUTH GEORGIA AND THE SOUTH SA
SPAIN
SPRATLY ISLANDS
SRI LANKA
ST HELENA
ST KITTS AND NEVIS
ST LUCIA
ST PIERRE AND MIQUELON
ST VINCENT AND THE GRENADINES
SUDAN
SURINAME
SVALBARD
SWAZILAND
SWEDEN
SWITZERLAND
SYRIA
TAIWAN
TANZANIA
UNITED REPUBLIC OF
THAILAND
TOGO
TOKELAU
TONGA
TRINIDAD AND TOBAGO
TROMELIN ISLAND
TRUST TERRITORY OF THE PACIFIC
TUNISIA
TURKEY
TURKS AND CAICOS ISLANDS
TUVALU
UGANDA
UNION OF SOVIET SOCIALIST REPU
UNITED ARAB EMIRATES
UNITED KINGDOM
URUGUAY
USA
VANUATU
VATICAN CITY
VENEZUELA
VIETNAM
VIRGIN ISLANDS
WAKE ISLAND
WALLIS AND FUTUNA
WEST BANK
WESTERN SAHARA
WESTERN SAMOA
YEMEN
YUGOSLAVIA
ZAIRE
ZAMBIA
ZIMBABWE

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Tariff Rule Information

FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 1-B:	Intermodal Service

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

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 2:	Notice to Tariff Users

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531, 532 and OSRA 2022. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs").

b. NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

c. Carrier's Rules are provided free of charge to Shipper and Consignee at: www.twcargo.com containing the terms and conditions governing the charges, classifications, rules, regulations, and practices of Carrier.

d. Carrier may issue written quotations, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper must provide the Carrier with a signed agreement, or send carrier a written communication, including an email, indicating acceptance of the NRA terms, or book a shipment after receiving the NRA terms from the Carrier. **NOTE: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT**." The terms contained in the writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

e. The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received by the NVOCC.

f. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

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Tariff Rule Information

FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002-Between (US and World) AMENDMENT NO. O
Rule 2A:	Application of NRAs and Charges

Effective: 8NOV2023 **Expire Date: NONE** **Published:8NOV2023**

1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight.

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

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

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo.

NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs will be shown as single-factor through NRAs.

Unless otherwise agreed to, such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. (See item 16, re: Advanced Charges.)

Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.

3. Packages containing articles of more than one description shall be rated on the basis of the NRA provided for the highest rated articles contained therein.

4. NRAs do not include Marine Insurance or Consular fees.
5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

6. Unless otherwise specified, when the NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

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

8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.

9. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, natural disasters, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."

10. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

11. TYPES OF SERVICE PROVIDED
CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.
CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.
CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.
CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.
DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.
12. SERVICE OPTIONS:

a. The following service types are available in this tariff.
Container Yard (Y)
The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.
Container Freight Station (S)
The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent.
Door (D)
Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.
Ocean Port (O)
If applicable, Ocean Port rates may apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.
b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.
c. Carrier may also utilize the following terminology to describe its services:
IPI Service, from Asia to USA
The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.
MLB Service (Mini Land Bridge), from Asia to USA
The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.
RIPI Service, from Asia to USA
The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

13. ADVANCED CHARGES
Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading, and provided they do not relate in any part to cargo cost and/or ocean freight thereon, but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002-Between (US and World) AMENDMENT NO. O
Rule 2-010:	Packing Requirements

Effective: 8NOV2023 Expire Date: NONE Published:8NOV2023

1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless it is packed in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
3. Gross weight in pounds, and/or kilos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002-Between (US and World)
	AMENDMENT NO. O
Rule 2-020:	Diversion By Carrier

Effective: 8NOV2023 Expire Date: NONE Published: 8NOV2023

When the Ocean Carrier discharges cargo at a terminal port other than the port named in the ocean bill of lading, the ocean carrier may arrange, at its option, for movement via rail, truck or water, of the shipment from the port of actual discharge only as indicated hereunder:

1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports in route between Carrier discharging terminal and carrier's delivery terminal provided the NRAs are already provided for such destinations in individual commodity items.
2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the NRA applicable to the port of destination named in the bill of lading shall be assessed. In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or would have borne had the shipment cleared through the port originally intended.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002-Between (US and World)
	AMENDMENT NO. O
Rule 2-030:	Mixed Commodity Rates

Effective: 8NOV2023 Expire Date: NONE Published: 8NOV2023

When mixed shipments contain commodities subject to different rates named in an NRA governed by this Tariff, the separate rate applicable for each commodity will be assessed, subject to the highest minimum quantity provided for any commodity in the shipment.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
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Rule 2-040:	Container Capacity

Effective: 8NOV2023 Expire Date: NONE Published:8NOV2023

Where rules or NRAs refer to capacity of containers, the standard capacity or purpose of freight rating shall be as indicat in each individual NRA.

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

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002-Between (US and World)
	AMENDMENT NO. O
Rule 2-050:	Shipper Furnished Containers

Effective: 8NOV2023 Expire Date: NONE Published: 8NOV2023

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

A. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.

B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carrier's vessel prior to loading by the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.
C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.
D. Shipper will be required by the carrier to submit documentary evidence of ownership or lease holder of the container offered for shipment.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 2-060:	AMENDMENT NO. O Measurement And Weight

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic meter respectively. Whenever freight charges are assessed on a W/M "weight or measurement" basis or where rates are provided on both a "W" and "M" basis, the freight charges will be computed on the gross weight or the overall measurement of the pieces or packages, whichever computation produces the greater revenue to the Carrier.

1. All packages will be measured in centimeters and weight in kilograms. Other references to measurement and weight will be stated in an NRA.
2. Rounding off- Dimensions
Where parts of centimeter occur in dimensions, such parts below 0.5 cm. are to be ignored, and those of 0.5 cm. And over are to be rounded off to the centimeter above.
3. Calculating Cubic Measurements
The three dimensions in centimeters (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals.
In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.
In the case of multiple packages of like dimensions, the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.
4. OFFICIAL MEASURERS AND WEIGHERS
The straight loaded shipments of consolidator Cargo, stuffed at Carrier's nominated off dock CY locations, does not require measuring/weighing for purposes of confirming volume/weight of cargo. For such shipments, however, there must be a certificate from an officially appointed Sworn Measurer to confirm the exact location at which the shipment was stuffed into the container.
5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT
A. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing Carrier may arrange at the port/point of destination for the verification of the description, measurement or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.
B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn re-weighting, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 2-070:	AMENDMENT NO. O Overweight Containers

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or

omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for the account of the cargo.

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

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 2-080:	Shipper's Load And Count

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so noted, and:

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

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

2) Any discrepancy in count or concealed damage to articles.

Except as otherwise noted, shipments destined to more than one port of discharge may not be loaded by the shipper into the same container.

Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers at their expense and the carrier shall not be responsible for such materials nor their return after use. The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 2-090:	Diversion of Cargo (By Shipper or Consignee)

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

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

A. Definition of Diversion:

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

B. Conditions:

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

2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.

3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to $50/BL for cargo received and diversion requested prior to vessel departure, or up to $300/BL for cargo received and diversion requested post vessel departure, from origin port.
6. Diversion charges or administrative charges are payable by the party requesting the diversion.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 2-100:	AMENDMENT NO. O Security Fees

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**
Security Fees may be applicable on shipments and identified in each individual NRA.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 2-110:	AMENDMENT NO. O Restricted Articles

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**
Except as otherwise provided, the following articles will not be accepted for transportation:

1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
2. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
3. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume novelty jewelry, except where otherwise specifically provided, postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
4. Corpses or cremated remains.
5. Animals, birds, fish, livestock.
6. Eggs, viz: Hatching.
7. Poultry or pigeons live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
8. Silver articles or ware, sterling.
9. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
10. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 2-120:	AMENDMENT NO. O Freight All Kinds (FAK)

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

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

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 2-130:	AMENDMENT NO. O Alternate Rate/Service Levels: Economy, Regular, Premium

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Different levels of Service may be offered by the Carrier. Unless otherwise specified in the individual NRA, NRAs are applicable for Regular Service. The following are the various levels of rate service:

1. Regular - Shipper accepts transit time as provided by the carrier on a regular basis as per carrier's advertised sailing schedules and/or actual vessel carrier's sailing schedules. Regular service rates are shown in this tariff, unless otherwise specified.

2. Premium - Shipper/Consignee requests carrier-provided premium service, in which case cargo will be delivered not less than 4 days faster than if shipped by regular service. Rates applicable to premium service will be noted "Premium Service" in the individual tariff line items. Shipper/Consignee must specifically request premium service at the time of shipment, or Shipper/Consignee must instruct carrier to provide premium service for all shipments of specific tariff line items.

3. Economy - Shipper/Consignee requests carrier to provide economy service, in which case shipments will be delivered not less than 4 days slower than if shipped by carrier's regular service. Rates applicable to economy service will be noted with "Economy Service" in the individual tariff line rate items. Shipper/Consignee requests for economy service must be made at the time of shipment. Shipper/Consignee must instruct carrier to provide economy service for all shipments of a specific tariff line item.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 2-140:	AMENDMENT NO. O ACE USA Export Shipments

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Commercial Environment (ACE) regulations. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs via ACE, and/or consular documents covering the shipment. The Carrier may verify the Bill of Lading description with any of the above shipping documents or information to insure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST inserts the applicable commodity Schedule B number in the Line Copy of the Bill of Lading.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. 0
Rule 2-150:	Documentation Fee

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

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 2-160:	AMS Processing Fee

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

If applicable, all AMS filing fees for shipments will be provided in individual NRA's. Except as otherwise specifically provided in individual NRAs, all shipments are subject to all applicable U.S. Manifest Processing Fee assessed by the Vessel Carrier and/or the NVOCC, and payable by the Shipper.

If a correction and/or amendment is made to data that has already been filed with the U.S. Customs thru the AMS system, an applicable correction/amendment charge (in addition to all other applicable charges) will be assessed by the Vessel Carrier and/or the NVOCC Carrier named in this Tariff, which shall be paid by the Shipper.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 2-170:	Submission of Cargo Declaration Data

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.

Pursuant to Customs regulations effective December 2, 2001, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs Service at least 24 hours prior to the loading of the cargo on Carrier's vessel. Failure to comply with these requirements will result in cargo not being loaded.

1. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.
2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ('ACE').
3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.
4. Internationally recognized hazardous material code when such materials are being shipped.
5. Seal numbers for all seals affixed to the container.

B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.

Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:

1. Shippers who submit their shipping instructions in paper format will be required to submit their shipping instructions to Carrier no later than seventy-two (72) hours prior to vessel arrival at the foreign port of load. This applies to all U.S. destined cargo as well as cargo intended to be transshipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.

C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

Non-vessel operating common carriers ('NVOCCs') that are licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is registered

with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective rules tariff, and has posted the required financial security with the FMC.

1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.
2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.
3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

D. FAILURE TO PROVIDE INFORMATION, DENIAL OF PERMISSION TO LOAD CARGO.

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

E. INDEMNIFICATION OF CARRIER.
If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s)shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.
F. CONFIDENTIALITY. Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container load cargo containing shipments by more than one Shipper.
G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 for charges to apply.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 2-180:	U.S. Customs Related Charges

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier.

NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo or merchant.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 2-190:	Lien Notice

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant (shipper, consignee, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a Factor or Lender) in its possession, custody or control or in route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for the applicable state notice period and after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice or other applicable state notice requirement, (counting from sending of the notice) by registered mail to the Merchant, the Goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sales.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. 0
Rule 2-200:	Cargo Roll-Over Fee

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

Carrier will require complete and accurate shipping instructions by the "Document Due by Date" mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the "Document Due by Date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 2-210:	Free Time Detention / Demurrage / Storage

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

A. The term "Demurrage" indicates a daily charge assessed to the shipper/consignee for the use of space, the occupation of land at marine terminals and/or services provided at the carrier's load/discharge port, rail ramp or inland container yard (CY) facility when the cargo remains in or on carrier's containers, tanks or trailers and/or such facilities beyond the permitted free-time as stipulated per tariff or contract of the vessel operator or the marine terminal after the expiration of free time. The term "Detention" (includes Tank Demurrage) indicates a charge for the use of equipment. The term "Free time" indicates the grace period for which neither of these charges will be incurred. Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed or agreements, assessed

by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading is for the account of such shipper, consignee or holder of a relevant bill of lading ("holder"). The "Merchant" as defined by the carrier's bill of lading and shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to Carrier for the payment of all detention, demurrage or storage charges before, during and after the carriage of the cargo.

B. If the Carrier asserts its own demurrage and detention charges in its NRA, NSA or Rules Tariff, its invoice for demurrage and/or detention MUST minimally include the following 13 data elements, pursuant to 46 U.S.C. §41104(d):

1. Date that container is made available.
2. The port of discharge.
3. The container number or numbers.
4. For exported shipments, the earliest return date.
5. The allowed free time in days.
6. The start date of free time.
7. The end date of free time.
8. The applicable detention or demurrage rule on which the daily rate is based.
9. The applicable rate or rates per the applicable rule.
10. The total amount due.
11. The email, telephone number, or other appropriate contact information for questions or requests for mitigation of fees.
12. A statement that the charges are consistent with any of Federal Maritime Commission rules with respect to detention and demurrage.
13. A statement that the common carrier's performance did not cause or contribute to the underlying invoiced charges.

Failure to include the above items in a demurrage and/or detention invoice, would result in the elimination of the charged party having to pay the applicable charge pursuant to 46 U.S. Code §41104 (f)

C. If the Carrier is not assessing its own Demurrage and Detention charges but shows as Consignee on the Ocean common carrier's Master bill of lading, Carrier shall timely pass through without mark up, the ocean common carrier's terminal invoices to the consignee on its house bill of lading. The Commission in a Charge Complaint at 46 U.S.C. §41310 may find the Carrier not liable, and the Ocean carrier could be found liable for refunds or penalties.

D. If demurrage/detention invoices do not include the 13 data elements that are referenced in 46 U.S.C. §41104(d) or otherwise may appear to be inaccurate from the vessel operators/terminals, Carrier may return and dispute the non-compliant invoices to the vessel operator/terminal with the opportunity to make any necessary adjustments to have the invoices become compliant under the FMC's new laws and regulations. Carrier may pass through these invoices to shipper for their information only and provide notice to the shipper that that the invoices may be due and payable by the shipper if the subject invoices are disputed by the Carrier and found by the FMC to be compliant with FMC laws and regulations.

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Tariff Rule Information

FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 3:	Rate Applicability Rule

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

The rules and charges applicable to a given shipment must be those in an NRA and this Tariff in effect when the cargo is received by the Carrier or its agent (including originating carriers in the case of NRAs for through transportation). A shipment shall not be considered as "received" until the full bill of lading quantity has been received.

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Tariff Rule Information

FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 4:	Heavy Lift and Empty Lifts

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

All applicable chargers for heavy and empty lift shipments will be provided in individual Negotiated Rate Arrangements (NRAs) and shall be for the account of the cargo.

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Tariff Rule Information

FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 5:	Extra Length

Effective: 8NOV2023 **Expire Date: NONE** **Published:8NOV2023**

Not Applicable.

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Tariff Rule Information

FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 6:	Minimum Bill of Lading Charges

Effective: 8NOV2023 **Expire Date: NONE** **Published:8NOV2023**

Any applicable bill of lading charge shall be for the account of the cargo and may be included in the individual NRA, if any.

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Tariff Rule Information

FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 7:	Payment of Freight Charges

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

A. CURRENCY

Rules and charges are quoted in U.S. Currency and have been determined with due consideration to the relationship of U.S. currency to other currencies involved. In the event of any material change in this relationship, carrier reserves the right, upon publications in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, to adjust the NRAs and charges as required.

B. PAYMENT IN U.S. DOLLARS

Except as otherwise provided, freight and charges shall be prepaid in the United States in US currency.

C. METHODS OF PAYMENT

Payment for freight or charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft acceptable by carrier's bank for immediate credit without charges.

D. PREPAID FREIGHT

1. Unless otherwise agreed in an NRA, when freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Ocean Bill of Lading by the carrier to the shipper or his duly authorized licensed Freight Forwarder or Agent acting in his behalf.

2. When freight and charges are billed prepaid they shall be paid in U.S. dollars.

E. FREIGHT COLLECT

All freight and charges which are billed on a freight collect basis must be paid in full in U.S. Dollars, or in a currency acceptable to the carrier provided such currency shall be unblocked, freely convertible and freely remittable free of tax into U.S. Dollars, for the complete originally issued Bill of Lading quantity prior to release of cargo or any portion thereof.

F. CURRENCY CONVERTABILITY:

1. Conversion Provisions:

In addition to the United States Dollars, freight monies and charges may be billed and paid in foreign currencies, provided they are freely convertible and remittable and free of tax.

G. FREIGHT CHARGES: Freight charges must be paid to the carrier before release of the cargo, unless prior arrangement to the contrary has been made with the carrier. In the event the Merchant, shipper, consignee or his agent refuses to pay freight and other charges, and merchandise remains undeliverable thereby, Merchant, Shipper and Consignee jointly and severally guarantee and remain liable for full payment of freight and other charges, together with any expense incurred while awaiting disposition of the cargo.

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Tariff Rule Information

FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 8:	Bill(s) of Lading Terms and Conditions

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

A copy of Carrier's bill of lading Terms and Conditions are provided herein:

COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only.

(1) CLAUSE PARAMOUNT:

All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "COGSA"). Carriage to or from Canada shall have effect under the Carriage of Goods by Water Act of Canada ("COGWA"). All carriage to and from other States shall be governed by the law of any state making the Hague Rules or Hague- Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the carrier.

(2) DEFINITIONS:

2.1 "Vessel" means the intended Ocean Vessel named on the front hereof and any vessel, craft, lighter or other means of conveyance which is or shall be substituted in whole or in part by the Carrier and also includes any other Vessels onto which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage covered by this Bill of Lading or any part thereof.

2.2 "Carrier" means Transworld Cargo Inc., acting as a non-vessel operating common carrier, as defined under the Shipping Act of 1984, 46 U.S.C. § 40102 (16) (A) and (B).

2.3 "Merchant" means any Person who at any time, in relation to the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a Factor or Lender.

2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading.

2.5 "Container" includes any container, trailer, transportable tank, flexitank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.

2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

2.7 "Charges" includes freight, demurrage, and all expenses and monetary obligations incurred and payable by the Merchant.

2.8 "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well.

2.9 "Place of Receipt", "Intended Port of Loading", "Intended Port of Discharge" and "Intended Place of Delivery," means respectively the place of receipt, port of loading (ocean vessel), port of discharge (ocean vessel) and

place of delivery nominated on the front hereof.

(3) SUBCONTRACTING:

Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every servant or agent or subcontractor (including sub-subcontractors) of Carrier shall be entitled to the same rights, exemptions from liability, defenses and immunities to which Carrier is entitled. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants or agents or subcontractors, who shall be deemed to be parties to the contract evidenced in this Bill of Lading.

(4) ROUTE OF TRANSPORT:

Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes, including transshipments. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

(5) HINDRANCES AFFECTING PERFORMANCE:

5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.

5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient, or (b) deliver the goods at the place of delivery.

In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

5.4 Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract of carriage and shall not be a deviation.

(6) BASIC LIABILITY:

6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.

6.2 If it is established that the loss of or damage to the goods occurred during sea carriage, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

6.3 Notwithstanding Section 1 of this Bill of Lading, if it is established that the loss or damage to the goods occurred during carriage by land in the United States, liability shall be governed by the provisions of Section 7.4 of this Bill of Lading.

6.4 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United

States not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:

(a) cannot be departed from by private contract to the detriment of Merchant, and
(b) would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable;
(c) where (a) or (b) above do not apply, any liability of Carrier shall be limited to the amount set forth in Section 7.4 of this Bill of Lading.

6.5 If it cannot be determined when the loss of or damage to the goods occurred, it shall be presumed that such loss or damage occurred during sea carriage and liability shall be governed as provided in Section 6.2 above.

6.6 Carrier does not undertake that the goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

6.7 Carrier shall not be liable for any loss or damage arising from:

(a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge,
(b) compliance with the instructions of any person authorized to give them,
(c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant,
(d) inherent vice of the goods,
(e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed,
(f) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads,
(g) fire, unless caused by actual fault or privity of Carrier,
(h) any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

6.8 When any claims are paid to Merchant by Carrier, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid.

6.9 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

(7) CO**MPENSATION FOR LOSS AND DAMAGE:**

7.1 Unless otherwise mandated by compulsorily applicable law, Carrier's liability for compensation for loss of or damage to goods shall in no case exceed the amount of US $500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability will be limited to US $500 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher valuation is declared by the Shipper is based on a value of US $500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

7.2 In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

7.3 If the value of the goods is less than US $500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

7.4 On shipments involving carriage by land in the United States, and for liabilities determined pursuant to Section 6.4(c) of this Bill of Lading, loss of or damage to goods shall be limited to US $0.50 per pound of goods lost or damaged, unless a higher value is declared by Shipper and a supplementary charge paid.

7.5 Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

7.6 Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

(8) DESCRIPTION OF GOODS AND INFORMATION FOR U.S. CUSTOMS:

Carrier is responsible for transmitting information to U.S. Customs prior to lading of the Goods including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, and container seal numbers. For this, and other purposes, Carrier relies on information provided by Merchant. Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee and hazardous materials codes furnished by Merchant are correct and Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from any inaccuracy.

(9) CARRIER'S CONTAINERS:

If goods are not received by Carrier already in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

(10) CONTAINER PACKED BY MERCHANT:

If Carrier receives the goods already packed into containers:

1. This Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers;
2. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty;
3. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and
4. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and
5. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of there being sound and suitable for use.

(11) DANGEROUS GOODS:

11.1 Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the goods with reasonable specificity as well as the names and addresses of the shippers and consignees.

11.2 Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

11.3 If the goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

(12) DECK CARGO:

Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and goods so carried shall constitute under deck stowage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness**.**

(13) HEAVY LIFT:

13.1 Single packages with a weight exceeding 2,204 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

13.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

13.3 Merchant agrees to comply with all laws or regulations that may be applicable during the carriage concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with this provision.

(14) DELIVERY:

Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge or place of delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or abandoned at Carrier's option, and may be disposed of or stored at Merchant's expense.

(15) NOTICE OF CLAIM:

Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery.

(16) FREIGHT AND CHARGES:

16.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the container or package and examine contents, weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure and or value of the goods, Merchant shall be liable for and bound to pay to Carrier:

(a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus
(b) expenses incurred in determining the correct details, plus
(c) as liquidated and ascertained damages, an additional sum equal to the correct freight.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any

circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff or pursuant to a negotiated rate agreement or NVOCC service arrangement.

16.2 Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight be intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 1% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods.

16.3 Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government. Merchant shall be liable for all demurrage or detention charges imposed on the goods or their containers by third parties.

16.4 The shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a factor or lender shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

16.5 The shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a factor or lender shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

(17) LIEN:

The Carrier shall have a general lien on all property (and documents relating thereto) of Merchant, in its possession, custody or control or in route, for all claims for charges, including demurrage and detention, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied after demand for its payment is made, Carrier shall be entitled to sell the goods privately or by auction, without prior notice to the Merchant, as may be necessary to satisfy such lien and the costs of recovery and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. The carrier's general lien shall be in addition to any other rights the carrier has or may acquire under other agreements and/or applicable law, and carrier's general lien shall survive delivery or release of any specific property of the shipper, consignee and merchant as defined in carrier's bill of lading.

(18) WAREHOUSEMAN LIEN:

If Goods go into demurrage, Carrier shall assume all rights of a warehouseman, and this Bill of Lading shall constitute a warehouseman's non-negotiable receipt. Goods will be delivered to the consignee or other Person(s) entitled to receipt of the goods upon payment of all Charges due. If Goods are not claimed within ten (10) days after demurrage commences, Carrier may exercise its warehouseman's right to sell or auction such Goods. Carrier may assert a general lien for Charges and expenses in relation to other Goods, whether or not these Goods have been delivered by Carrier.

(19) TIME BAR:

Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within 9 months after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 36 months.

(20) LAW AND JURISDICTION:

Any claim or dispute arising under this Bill of Lading shall be determined exclusively according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the United States District Court for the Southern District of New York, which shall have exclusive jurisdiction. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriers, including such carriers' forum selection and limits of liability. Carrier reserves the right to bring suit against the Merchant for the collection of freight or other charges in any venue having jurisdiction over Merchant.

(21) GENERAL AVERAGE:

21.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier.

21.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

(22) BOTH-TO-BLAME COLLISION CLAUSE:

If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non- carrying vessel or her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

(23) CARRIERS' TARIFFS:

The goods carried under this Bill of Lading are also subject to all the terms and conditions of the tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of the Carrier's tariff(s) may be obtained from Carrier or its agents or Carrier's website. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail, with the exception that any regulations relating to Negotiated Rate Arrangements ("NRA") contained in Carrier's Rules Tariff, the NRA regulations shall prevail.

(24) PERISHABLE CARGO:

24.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

24.2 Merchant undertakes not to tender for transportation any goods which require refrigeration without given written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the goods by Carrier.

24.3 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.

24.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

(25) SEVERABILITY:

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby, and this Bill of Lading contract shall be carried out as is such invalid or unenforceable provisions were not contained herein

(26) VARIATION OF THE CONTRACT:

No servant or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.

(27) SURRENDER AND NEGOTIABILITY OF BILL OF LADING:

This Bill of Lading shall be non-negotiable unless made out "to order," in which event it shall be negotiable and shall constitute title to the Goods and the holder in due course shall be entitled to receive or to transfer the Goods herein described. If required by the Carrier, the Bill of Lading, duly endorsed, must be surrendered to the agent of the Carrier at the port of discharge, in exchange for delivery order. This Bill of Lading shall be prima facie evidence of the Carrier's receipt of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 9:	Freight Forwarder Compensation

Effective: 8NOV2023 Expire Date: NONE Published: 8NOV2023

Carrier may pay compensation as negotiated in the individual NRA on the applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, but excluding all other charges, except as provided below, subject to the following conditions and exceptions.

A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.

B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services:

1) The coordination of the movement of the cargo to shipside
2) The preparation and processing of the ocean Bill of Lading
3) The preparation and processing of dock receipts or delivery orders
4) The preparation and processing of consular documents or export declarations
5) The payment of the ocean freight charges on the cargo

C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.

D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.

E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.

F. No compensation shall be paid to anyone at port or ports of destination.

G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRAs and charges applicable under this tariff, subject to the above conditions and exceptions.

H. 1.25% OF BASIC OCEAN FREIGHT

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 10:	Surcharges, Assessorial and Arbitraries

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

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

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 11:	Minimum Quantity Rates

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

Carrier may charge minimum quantity rates in each individual NRA.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 12:	Ad Valorem Rates

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

A. The liability of the Carrier as to the value of shipments at the NRAs herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form attached in rule 8.

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

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of $500.00 the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 13:	Transshipment

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

Transshipments are allowed pursuant to the Carrier's bill of lading Terms and Conditions referenced in Rule 8.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 14:	Co-Loading in Foreign Commerce

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

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

(1) The Carrier from time to time may tender cargo for co-loading.

(2) The Carrier enters into carrier-to-carrier relationships for the co-loading of cargo with the following NVOCCs from time to time:

(3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
(4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.
(5) In case of co-loading, under either a carrier-to-carrier or shipper-to-carrier relationship, Carrier shall notify shipper of such co-loading action and shall annotate each Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Such annotation shall be shown on the face of the applicable Bill of Lading issued by Carrier.
(6) If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.
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FMC ORG. NO. 025867:	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 15:	AMENDMENT NO. O Open Rates in Foreign Commerce

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**
Not Applicable.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 16:	AMENDMENT NO. O Hazardous Cargo

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**
Except as otherwise provided in paragraph below, hazardous, explosive, flammable or dangerous cargo, as defined in the publications named below, will be accepted by the Carrier for transportation under the rules, charges and rates named in NRAs governed by this Tariff:
1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier;
2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities;

3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.

4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier CANNOT provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is NOT in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.
5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:

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

7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation MUST be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:

A. U.S. Coast Guard Regulations (46 CFR §§146-179);
B. U.S. Department of Transportation Regulations (49 CFR §§170-179);
C. the International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization);

D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities;
E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt;
F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.

8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:

A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials;
B. The hazardous class, IMCO Code Number and UN Number (if any);
C. The flash point or flash point range (when applicable);
D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required);
E. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.);
F. The number of pieces of each type of package;
G. The gross weight of each type of package or the individual gross weight of each package;
H. The Harmonized Code, SITC or BTN number of the commodity;
I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.

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

10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.

11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.

12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 17:	Free Time and Demurrage

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in ocean carrier’s tariffs or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading will be for the account of the cargo without in any way affecting the liability of the carrier for the condition of cargo.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 18:	Returned Cargo in Foreign Commerce

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**
Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government or for any other reason whatsoever.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 19:	Shippers Requests in Foreign Commerce

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**
Shipper or Consignee requests or complaints (including request for adjustment in NRAs, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page and/or Tariff Record.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 20:	Overcharge Claims

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**
A. Bill of Lading Commodity Description
Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the NRA to be applied. The Bill of Lading description shall be subject to correction in the event of misdeclaration of commodity.
B. Overcharges
For purpose of uniformity in handling claims for excess measurements, refunds will only be made as follows:
1. Where an error has been made by the dock in calculation of measurements.
2. Against re-measurement at port of loading prior to vessel's departure.
3. Against re-measurement by vessel's agent at destination.
4. By joint re-measurement of vessel's agent and consignee.
5. By re-measurement of a marine surveyor when requested by vessel's agent.
6. Re-measurement fees and cable expenses in all cases to be paid by party at fault.

In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.- 025867-002 - Between (US and World) AMENDMENT NO. O
Rule 21:	Use of Carrier Equipment

Effective: 8NOV2023 **Expire Date: NONE** **Published:8NOV2023**
Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs) the VOCC, either directly or via the carrier, provisions and charges will be for the account of the cargo.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 22:	Automobile Rates in Domestic Offshore Commerce

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**
Not Applicable.
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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 23:	AMENDMENT NO. O Carrier Terminal Rules and Charges

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

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

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 23-01:	AMENDMENT NO. O Destination Terminal Handling Charges (DTHC)

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

In destination countries where DTHC are required to be prepaid, Carrier shall require the same prior to shipment.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World)
Rule 24:	AMENDMENT NO. O NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 520 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

2. Bond No. 23241550

3. Issued by: United Surety & Indemnity Company

Agent for Service of Process

Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable; Carrier is domiciled in the U.S. (See Title Page and/or Tariff Record).

2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier’s legal agent for service of process.

3. Service of administrative process, other hand subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002-Between (US and World)
Rule 25:	AMENDMENT NO. O Certification of Shipper Status in Foreign Commerce

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR §§ 520, 531 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 26:	Container Weight Regulations (SOLAS)

Effective: 8NOV2023 **Expire Date: NONE** **Published:8NOV2023**

1. Upon tender of cargo to Carrier Shipper shall provide to Carrier a Shipper Actual Gross Mass Weight Verification ("VGM") which meets the requirements of the International Maritime Organization (IMO) per its Guidelines relating to the Safety of Life at Sea Convention (SOLAS) for the export of containerized cargo.
2. If a Shipper does not provide a satisfactory VGM to Carrier prior to tendering the cargo to Carrier, Carrier has the right to refuse to accept such cargo until one is provided to Carrier or if Carrier does accept container(s) from Shipper it may lawfully opt to not deliver the container(s) to the ocean terminals for loading on a vessel until it does receive a satisfactory VGM.
3. At Carrier's sole option, Carrier can arrange to obtain a VGM on Shipper's behalf provided that Carrier agrees to do so in writing and by Shipper providing an executed written authorization for Carrier to do so in a format acceptable to Carrier whereby Carrier agrees to act as an agent on Shipper's behalf solely for that purpose. Accepting that function shall not otherwise alter Carrier's relationship as an independent contractor as Carrier. In the event that Carrier agrees to provide this service Carrier shall charge Shipper a VGM fee as stated in each individual NRA.
4. VGM's provided by the Shipper to Carrier shall have been obtained from either Method 1 as described by SOLAS, which requires that the full container load was weighed after it was packed, and/or Method 2 which requires weighing all the cargo and contents of the container and adding the tare weight of the container as indicated on the door of the container.
5. Whether Method 1 or Method 2 is utilized by the Shipper, for the shipper's weight verification to be compliant with the SOLAS requirement, it must be "signed", meaning a specific person representing the shipper is named and identified as having verified the accuracy of the weight calculation on behalf of the shipper. Identification of the person signing requires that their full name, address, and phone number/e-mail address be provided.
6. Method 2 shall not be allowed by Carrier for scrap metal, un-bagged grain and other cargo in bulk "that "do not easily lend themselves to individual weighing of the items to be packed in the container"
7. Carrier will not accept estimates of weight, and the weighing equipment used must meet national certification and calibration requirements. Further, the party packing the container cannot use the weight somebody else has provided, except that individual, original sealed packages that have the accurate mass of the packages and cargo items (including any other material such as packing material and refrigerants inside the packages) are clearly and permanently marked on their surfaces.
8. If containers are delivered to the piers/terminals by the Carrier without a satisfactory VGM and the load port has appropriate weighing facilities, all charges, fees, and or penalties with respect to weighing subject container shall be for the account of the Shipper.
9. Carrier shall not be responsible for charges, fees, penalties or other claims for containers for which a verified weight was provided prior to loading in a preceding load port and which may be loaded in transshipment ports which may require another VGM whether or not the SOLAS Guidelines do not require such re-weighing.
10. Shippers who tender less-than-container load ("LCL"), whether beneficiary cargo owners, or non-vessel operating common carriers shall similarly provide VGMs for cargo tendered to Carrier loading facilities, and are subject to all weight regulations herein.
11. Shipper shall be responsible for all charges and fees from ocean carriers and/or terminals resulting from any VGMs provided by Shipper and/or third parties, or for any other reason whatsoever, including demurrage, detention, per diem, related to ocean carriers' and terminals' implementation of SOLAS.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 27:	Loyalty Contracts in Foreign Commerce

Effective: 8NOV2023 **Expire Date: NONE** **Published:8NOV2023**

Not Applicable.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 28:	Definitions

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

NVOCC CARRIER--means Transworld Cargo Inc., operating as a non-vessel-operating common carrier ("NVOCC").

OCEAN CARRIER-means a vessel-operating common Carrier ("VOCC").

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

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

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

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

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

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

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

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

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

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

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

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

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

MERCHANT- means any Person who at any time, in relation to the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a Factor or Lender.

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

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

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

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

NEGOTIATED RATE ARRANGEMENT (NRA) - means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

NESTED - means that three or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one third of its height.

NESTED SOLID - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-half inch.

ONE COMMODITY - means any or all of the articles described in anyone-NRA.

PACKING - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.
PUBLISHING CARRIER – means Transworld Cargo Inc., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission and operating under FMC Org. No. 025867
RAIL CARRIER - means U.S. rail carrier or rail carriers.
SHIPMENT - means a quantity of goods, tendered by one consignor on one bill of lading at one origin at one time in one or more containers for one consignee at one destination.
STUFFING - UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from carrier's containers.
UNPACKING - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.
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Tariff Rule Information

FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 29:	Abbreviations, Codes & Symbols

Effective: 8NOV2023 **Expire Date: NONE** **Published: 8NOV2023**

EXPLANATION OF ABBREVIATIONS

Ad Val	Ad Valorem	Kilos	Kilograms
AI	All Inclusive	K/T	Kilo Ton
BF	Board Foot or Board Feet	LCL or LTL	Less than Container Load
B/L	Bill of Lading	LS	Lumpsum
BAF	Bunker Adjustment Factor	L/T	Long Ton (2204 Lbs)
BM	Board Measurement	M	Measure
C	Change in tariff Item	Max	Maximum
CAF	Currency Adjustment Factor	MBF or MBM	1,000 Feet Board Measure
CBM, CM or M3	Cubic Meter	Min	Minimum
CC	Cubic Centimeter	MM	Millimeter
CFS	Container Freight Station	MQC	Minimum Quantity
CFT	Cubic Foot or Cubic Feet	Commitment	
CLD	Chilled	N/A	Not Applicable
CM	Centimeter	NRA	Negotiated Rate Arrangements
CU	Cubic	NSA	NVOCC Service Arrangements
CWT	Cubic Weight	NHZ	Non-Hazardous
CY	Container Yard	NOS	Not otherwise specified
D	Door	OT	Open Top
DDC	Destination Delivery Charge	P	Pier
E	Expiration	Pkg	Package or Packages
ET	Essential Terms	PRC	People's Republic of China
Etc	Et Cetera	PRVI	Puerto Rico and U.S. Virgin
FAK	Freight All Kinds	Islands	
FAS	Free Alongside Ship	R	Reduction
FB	Flat Bed	RE	Reefer / Refrigerated
FCL	Full Container Load	R/T	Revenue Ton
FEU	Forty Foot Equivalent Unit	RY	Rail Yard
FI	Free In	SL&C	Shipper's Load and Count
FIO	Free In and Out	Sq. Ft	Square Foot or Square Feet
FIOS	Free In, Out and Stowed	S/T	Short Ton (2000 lbs.)
FO	Free Out	SU or S/U	Set Up
FOB	Free On Board	TEU	Twenty Foot Equivalent Unit
FMC	Federal Maritime Commission	THC	Terminal Handling Charge
FR	Flat Rack	TRC	Terminal Receiving Charge
Ft	Feet or Foot	USA	United States of America
GOH	Garment on Hanger	USD	United States Dollars
H	House	VEN	Ventilated
HAZ	Hazardous	VIZ	Namely
I	New or Initial Tariff Matter	VOL	Volume
K/D	Knocked Down	W	Weight
KDF	Knocked Down Flat	W/M	Weight/Measure

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 30:	Access to Tariff Information

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This tariff is published on the website of TRANSWORLD CARGO INC. at: http://www.transworldcargo Inc.com. Interested parties should contact Ms. Lisa Bhatti at: acccounting@twcargo.com concerning access to Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

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FMC ORG. NO. 025867	TRANSWORLD CARGO INC. NRA RULES TARIFF NO.002- Between (US and World) AMENDMENT NO. O
Rule 31-200:	Reserved for Future Use

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Rules 31-200 reserved for future use.

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Rule 201:	NVOCC Service Arrangement (NSA) Essential Terms (ET)

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Pursuant to 46 CFR § 531.9 (a), Carrier hereby gives public notice in tariff format that it may also elect to be exempt from the FMC's rate publication requirements by entering NSAs with one or more shippers.

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End of Rule Text
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