A CLASS WORLDWIDE SRL TARIFF NO. 100	ORIGINAL TITLE PAGE
FMC No.:027264	
Non-Vessel Operating Common Carrier	Effective Date: 01/04/2019
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## TITLE PAGE

TARIFF NO. 100

Negotiated Rate Arrangements ("NRA") Governing Rules Tariff
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAK BULK BETWEEN U.S. PORTS AND POINTS AND WORLD WIDE
PORTS AND POINTS

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A CLASS WORLDWIDE SRL is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC number 027264.

#### NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements NRAs".

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 shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's response by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo.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. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA. All applicable origin, destination, local, terminal and/or port charges shall apply to all NRAs for the account of the cargo.

Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

PUBLISHED BY:
A CLASS WORLDWIDE SRL
DIREZIONE GENERALE
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Tariff Number: 100

TARIFF TITLE: NRA GOVERNING RULES TARIFF

EFFECTIVE: 01APR2019
THRU: None
EXPIRES: None

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TARIFF TYPE: GOVERNING NRA RULES TARIFF

CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO

UNLAWFUL

ALTERATIONS ARE PERMITTED.

#### ORGANIZATION INFORMATION

NUMBER: FMC NO. 027264 NAME: A CLASS

WORLDWIDE SRL TRADE NAME:

TYPE: Non-Vessel Operating Common Carrier HDQ. Country:

Italy

HOME OFFICE: DIREZIONE GENERALE

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FMC NO. 027264: A CLASS WORLDWIDE SRL

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Rule 1: Scop

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

#### U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD

Boston, MA

Chester, PA

Charleston, SC

Jacksonville, FL

Miami, FL

New York, NY

Newark, NJ

Norfolk VA

Philadelphia, PA

Savannah, GA

Wilmington, NC

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

Houston, TX

Galveston, TX

New Orleans, LA

Tampa, FL

Mobile, AL

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

Port Hueneme, CA

Los Angeles, CA

Long Beach, CA

Oakland, CA

San Francisco, CA

San Pedro, 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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BOTSWANA

BOUVET ISLAND

Rule 1-A: Worldwide Ports and Points

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Except as noted this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points. NRAs to and from World Inland Points apply via Base Ports.

AFGHANISTAN **CYPRUS** CZECHOSLOVAKIA ALBANIA ALGERIA DENMARK AMERICAN SAMOA DJIBOUTI ANDORRA DOMINICA ANGOLA ANGUILLA **ECUADOR** ANTARCTICA EGYPT EL SALVADOR ANTIGUA AND EQUATORIAL GUINEA BARBUDA ARGENTINA ETHIOPIA EUROPA ISLAND ARUBA ASHMORE AND CARTIER ISLANDS (ISLAS MALVIN AUSTRALIA FAROE ISLANDS AUSTRIA BAHAMAS THE OF MICRONESIA BAHRAIN FIJI BAKER ISLAND FINLAND BANGLADESH FRANCE FRENCH GUIANA BARBADOS BASSAS DA INDIA BELGIUM BELIZE AND ANTARCTIC BENIN GABON BERMUDA GAMBIA THE BHUTAN GAZA STRIP BOLIVIA GERMANY

BRAZIL BRITISH VIRGIN GREECE GREENLAND **ISLANDS** BRUNEI GRENADA BULGARIA GUADELOUPE BURKINA BURMA GUAM BURUNDI GUATEMALA CAMBODIA **GUERNSEY** CAMEROON GUINEA CANADA GUINEA BISSAU CAPE VERDE GUYANA CAYMAN ISLANDS HAITI CENTRAL AFRICAN

REPUBLIC MCDONALD ISLA
CHAD HONDURAS
CHILE HONG KONG
CHINA HOWLAND ISLAND
CHRISTMAS ISLAND HUNGARY
CLIPPERTON ISLAND ICLEAND INDIA
COCOS (KEELING) INDONESIA

ISLANDS IRAN
COLOMBIA IRAQ
COMOROS IRAQ SAUDI ARABIA
CONGO NEUTRAL ZONE
COOK ISLANDS IRELAND
CORAL SEA ISLANDS ISRAEL

COSTA RICA ITALY
CUBA IVORY COAST

JAMAICA JAN MAYEN JAPAN JARVIS ISLAND JERSEY

DOMINICAN REPUBLIC JOHNSTON ATOLL ECUADOR JORDAN

PT JUAN DE NOVA ISLAND ALVADOR KENYA ATORIAL GUINEA KINGMAN REEF

ECHIOPIA KIRIBATI
EUROPA ISLAND KOREA DEMOCRATIC
FALKLAND ISLANDS PEOPLES REP
(ISLAS MALVIN KOREA REPUBLIC OF

(ISLAS MALVIN
FAROE ISLANDS
KUWAIT
FEDERATED STATES
LAOS
OF MICRONESIA
LEBANON
FIJI
LESOTHO
FINLAND
LIBERIA
FRANCE
LIBYA

FRENCH GUIANA
FRENCH GUIANA
FRENCH POLYNESIA
FRENCH SOUTHERN
AND ANTARCTIC
GABON
GAMBIA THE
GAZA STRIP
GERMANY
GHANA
GIBRALTAR
GIBRALTAR
GIBRALTAR
GLORIOSO ISLANDS

LIECHTENSTEIN
MACAU
MACAU
MACAU
MADAGASCAR
MALAWI
MALAWI
MALAYSIA
MALOIVES
MALI
GHANA
MALI
MALTA
MAN ISLE OF
GLORIOSO ISLANDS

MARSHALL ISLANDS

GLORIOSO ISLANDS

GLORIOSO ISLANDS

GREECE

GREENLAND

GREENLAND

GRENADA

GUADELOUPE

GUAM

GUATEMALA

GUENSEY

MONACO

GUINEA

MARSHALL ISLANI

MAYOTTE

MAYOTTE

GUAM

MIDWAY ISLANDS

GUENSEY

MONACO

MONGOLIA

GUINEA MONGOLIA
GUINEA BISSAU MONTSERRAT
GUYANA MOROCCO
HAITI MOZAMBIQUE
HEARD ISLAND AND NAMIBIA
MCDONALD ISLA NAURU
HONDURAS NAVASSA ISLAI

JRAS NAVASSA ISLAND
KONG NEPAL
AND ISLAND NETHERLANDS
ARY NETHERLANDS
ND INDIA ANTILLES
ESIA NEW CALEDONIA
NEW ZEALAND
NICARAGUA
AUDI ARABIA NIGER
AL ZONE NIGERIA

NORFOLK ISLAND
NORTHERN MARIANA
ISLANDS

NORWAY

NIUE

OMAN SWAZILAND
PAKISTAN SWEDEN
PALMYRA ATOLL SWITZERLAND
PANAMA SYRIA
PAPUA NEW GUINEA TAIWAN

PARACEL ISLANDS TANZANIA UNITED
PARAGUAY REPUBLIC OF
PERU THAILAND
PHILIPPINES TOGO
PITCAIRN ISLANDS TOKELAU
POLAND TONGA
PORTUGAL TRINIDAD AND
PUERTO RICO TOBAGO

QATAR TROMELIN ISLAND REUNION TRUST TERRITORY OF

ROMANIA THE PACIFIC RWANDA TUNISIA SAN MARINO TURKEY

SAO TOME AND TURKS AND CAICOS PRINCIPE ISLANDS

SAUDI ARABIA

SENEGAL

SENEGAL

SEYCHELLES

SIERRA LEONE

SIGAPORE

SOLOMON ISLANDS

SOMALIA

TUVALU

UGANDA

UNION OF SOVIET

SOCIALIST REPU

UNITED ARAB

SOLOMON ISLANDS

EMIRATES

SOMALIA

UNITED KINGDOM

SOUTH AFRICA URUGUAY
SOUTH GEORGIA AND USA
THE SOUTH SA VANUATU
IN VATICAN CITY
SPRATLY ISLANDS VENEZUELA
SRI LANKA VIETNAM
ST HELENA VIRGIN ISLANDS

ST HELENA VIRGIN ISLANDS
ST KITTS AND NEVIS WAKE ISLAND
ST LUCIA WALLIS AND FUTUNA
ST PIERRE AND WEST BANK

ST PIERRE AND

MIQUELON

WEST BANK

MIQUELON

WESTERN SAHARA
ST VINCENT AND THE

GRENADINES

YEMEN

SUDAN

YUGOSLAVIA
SURINAME

SVALBARD

ZAMBIA

ZIMBABWE

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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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Rule 2: Notice to Tariff Users

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

- a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §§520 and 532. In that respect Carrier has opted for 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, Consignee and the public at <a href="www.A.Class">www.A.Class</a> <a href="www.A.Class">worldwide</a> <a href="www.Brl.com/en">Srl.com/en</a> containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- d. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's response by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §\$520 and532. The terms contained in the writings shall be a valid offer for thirty (30) days 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. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA.
- e. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation.
- f. Except as otherwise provided in the 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 NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2A: Application of NRAs and Charges

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

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

NRAs indicated by W/M 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 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.

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 di tch. 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 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.
- Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
- 8. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under-covering Bills of Lading, Dock Receipts, or Booking Contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, acts of God, 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, by publication in this Tariff, any affected rate or rates in order to meet such conditions.
- 9. 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.

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## Tariff Rule Information

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NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O Rule 2-010:

Packing Requirements

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- 1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable 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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Rule 2-020: Diversion By Carrier

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

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

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

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Rule 2-030: Mixed Commodity Rates

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Not applicable.

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Rule 2-040: Container s

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Container sizes are specified in each individual NRA.

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Rule 2-050: Shipper Furnished Containers

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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 leaseholdership of the container offered for shipment.

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Amendment No.: O

Rule 2-060: Measurement And Weight

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic meter respectively, unless otherwise stated. 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 inches and weight in Kilograms.
- 2. Rounding off- Dimensions

Where parts of inches occur in dimensions, such parts below 0.5 in. are to be ignored, and those of 0.5 in. And over are to be rounded off to the centimeter above.

3. Calculating Cubic Measurements

The three dimensions in inches (rounded off in accordance with (2) are to be multiplied together to produce the cube of one package or piece in cubic meters to four decimal places.

In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards. In the case of multiple packages of like dimensions the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

#### 4. OFFICIAL MEASURERS AND WEIGHERS

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

#### 5. MIS-DESCRIPTION, UNDERWEIGHTS AND UNDER-MEASUREMENT

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 mis-declared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

### Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

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Rule 2-070: Overweight Containers

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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

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

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-080: Shipper's Load And Count

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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

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

Carrier will not be directly or indirectly responsible for:

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

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

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

## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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

A. Definition of Diversion:

A change in the original billed destination (which may also include a change in Consignee, order party, or both).

A change in Consignee, order party or both will not be considered as diversion of cargo.

#### B. Conditions:

- 1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
- 2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
- 3. This rule will apply to full Bill of Lading quantities or full container loads only.
- 4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
- 5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
- 6. Diversion charges or administrative charge are payable by the party requesting the diversion. RETURN TO TABLE OF CONTENT

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-100: Security Fee

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

There will be a Security Fee of \$50.00 charged per Bill of Lading.

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## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-110: Restricted Articles

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Except as otherwise provided, the following articles will not be accepted for transportation:

- 1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
- 2. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
- 3. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume novelty jewelry, except where otherwise specifically provided, postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
- 4. Corpses or cremated remains.
- 5. Animals, birds, fish, livestock.
- 6. Eggs, viz: Hatching.
- 7. Poultry or pigeons live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
- 8. Silver articles or ware, sterling.
- 9. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
- 10. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
- 11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
- 12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides. RETURN TO TABLE OF CONTENT

## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-120: Freight All Kinds (FAK)

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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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### Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

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

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Different levels of Service are offered by the Carrier. Unless otherwise specified in the individual NRA. Unless otherwise noted NRA's are applicable for Regular Service.

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-140: AES USA EXPORT SHIPMENTS

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date or 2 hours before train border crossing. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations.

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## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-150: DOCUMENTATION FEE

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Document fees are considered origin and destination local charges and shall be for the account of the cargo and are included in the individual NRA, if any.

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## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-160: AMS CHARGES

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

AMS charges are applicable on all import shipments and identified in each individual NRA.

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## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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

Pursuant to Customs regulations effective December 2, 2002, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs Service at least 24 hours prior to the loading of the cargo on Carrier's vessel. Failure to comply with these requirements will result in cargo not being loaded.

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

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

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

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

#### C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

Non-vessel operating common carriers ('NVOCCs') that are licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective rules tariff, and has posted the required financial security with the FMC.

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

## D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.

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

#### E. INDEMNIFICATION OF CARRIER.

If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s)shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

F. CONFIDENTIALITY. Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container load cargo containing shipments by more than one Shipper. G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 for charges to apply.

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-180: U.S. CUSTOMS RELATED CHARGES

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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

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

## Tariff Rule Information

A CLASS WORLDWIDE SRL FMC NO. 027264:

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-190: FDA PRIOR NOTICE

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

As described in each individual NRA. RETURN TO TABLE OF CONTENT

## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL -D/B/A- -

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Cargo Roll-Over Fee

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Carrier will require complete and accurate shipping instructions by the "Document Due by Date" mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the "Document Due By date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account. A Cargo Roll-Over Fee of \$200.00 shall be charged. RETURN TO TABLE OF CONTENT

#### Tariff Rule Information

A CLASS WORLDWIDE SRL FMC NO. 027264:

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-210: Free Time Detention / Demurrage / Storage

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in their 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. In the event that the vessel operators or terminal operators assess demurrage, per diem, and or detention even though not due to default or oversight of shipper, shipper shall nevertheless be liable to Carrier for any such charges assessed against Carrier by vessel operators and/or terminal operators. RETURN TO TABLE OF CONTENT

#### Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 3: Rate Applicability Rule

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 4: Heavy Lift

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019 Heavy Lift charges are applicable and shall be included in the individual NRA.

RETURN TO TABLE OF CONTENT

## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 5: Extra Length

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

An Over Length surcharge will apply to any single piece 12 feet and over and shall be included in the individual NRA. RETURN TO TABLE OF CONTENT

## Tariff Rule Information

FMC NO. 027264:

A CLASS WORLDWIDE SRL

Amendment No.: O

NRA RULES TARIFF NO. 100 - Between (US and World)

Rule 6: Minimum Bill of Lading Charges

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

None

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## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 7: Payment of Freight and Charges

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

#### A. CURRENCY

Rates 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 noted, freight and charges shall be prepaid in the United States in US currency.

#### C. METHODS OF PAYMENT

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

#### D. PREPAID FREIGHT

- 1. When freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Ocean Bill of Lading by the carrier to the shipper or his duly authorized licensed Freight Forwarder or Agent acting in his behalf.
- 2. When freight and charges are billed prepaid they shall be paid in U.S. dollars.

#### E. FREIGHT COLLECT

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

#### F. CURRENCY CONVERTIBILITY:

#### 1. Conversion Provisions:

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

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: 1 Rule 8: Bill(s) of Lading Front/Face update April 2024

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Carrier's bill of lading, front and back provided herein: RETURN TO TABLE OF CONTENT

## **COPY NOT NEGOTIABLE**



Consigned to order of

Notify address

Voyage number

Ocean vessel

Port of discharge

Marks and numbers

Place of receipt

Port of loading

Place of delivery

Number and kind of packages

A Class Worldwide srl

Via Marie Curie 2, Bolzano(BZ) - 39100 Italy Tel.: +39 02 93148200 Fax.: +39 02 93148295

C.F. e P. IVA: IT02924710219

www.aclassworldwide.com email: info@aclassworldwide.com Taken in charge in apparent good order and condition, unless Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above. One of these documents must be surrended original in exchange for the goods. In witness where of the original documents all of this tenor and date have been signed in the number stated above; one of which being accomplished the

other(s) to be avoid.

Agent

Description of goods

Gross weight

Measurement

The contract evidenced by or contained in this Bill of Lading is governed by Italian Law. The Court of Bolzano shall have exclusive jurisdiction on any dispute arising out of, under or in connection with the interpretation and/or the execution of this Bill of Lading. Container(s) owned by the Sea Carrier and hired by Shipper. Demurrages/ detentions/ port storage after free time will be charged according to the Sea Carrier terms&conditions published in its web site

Freight amount Freight payable at Place and date of issue Shipped on board

Number of Original

Stamp and signature

For delivery of goods please apply to:

 DEFINITIONS
 "Carrier" means the Company stated on the front of this Bill of Lading as being the carrier and on whose behalf this Bill of lading has been signed. Merchant "includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading any person owning or nettled to the possession of the Goods or this bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned the control of the Company of the unusud to me possession of the Goods or this bill of Lading, any person having a present of future interest in the Goods or any person acting on behalf of any of the above mentioned persons. "Goods" includes the cargo supplied by the merchant and includes any Container no explicit of the cargo includes any container, trailer, transportable tank, liftvan, flat, pallet or any similar article or transport used to consolidate Goods "Carriage" enasts the whole of the operations and services undertaken of performed by or on behalf of the Carrier in respect of the Goods. "Port to Port Shipment" means carriage between the Port of Leading and the Port of Discharger. "Combined Transport arises where the Carriage called for the Carrier in respect of the Goods. "Port to Port Shipment" means carriage between the Port of Leading and the Tort of Discharger. "Combined Transport arises where the Carriage called for the Carriage called for the Carriage called for the Carriage called for the Carriage of Condes (Carriage Carriage). The Carriage of Condes (Carriage Carriage) of Condes (Carriage) of Condes

corporate of other entity: Suthera' includes tilled, consolicated, packed, loaded or securied. 
2. CONTRACTING PARTIES

The contract evidenced by this Bill of Lading is between the Carrier and the Merchant. Every Person defined as Merchant' is jointly and severally liable towards the Carrier for all the various undertakings, responsibilities and liabilities of the Merchant under or in connection with Bill of Lading and to pay the Treight due under it without deduction or set-off.

The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of suc provisions are obtainable from the Carrier or his applict sport expension. 

The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of suc provisions are obtainable from the Carrier or his applict sport expension, where applicable from a government body with whom the Tariff has been filed and the Merchant is deemed to know and accept such Tariff, it in the case of conflict or inconsistency between this Bill of Ladin and the applicable Tariff, it is agreed that this Bill of Lading shall prevail.

and the applicable Tariff, it aligned that this Bill of Lading shall preval.

4. WARRANTY

The Merchant warrants that agreeing to the terms hereof he is or is the agent of and has the authority of the persons owning or entitled to the possession of the Goods or any person who has a present or tuture interest in the Goods.

5. NEGOTIABILITY AND TITLE TO THE ORD.

5. NEGOTIABILITY AND TITLE TO THE org.

6. NEGOTIABILITY AND TITLE TO THE GOOD.

7. NEGOTIABILITY AND TITLE TO THE GOOD.

7. NEGOTIABILITY AND TITLE TO THE GOOD.

8. NEGOTIABILITY AND TITLE TO THE GOOD.

9. NEGOTIABILITY AND TITLE TO THE GOOD.

9

b. SUB-CONTRICT INS, RIGHTS AND IMMUNTITIES FOR THE CARKIER AND OTHER PERSONS

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the handling, storage or carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever undertakes that no claim or allegation shall be made against any person or vessel whatsoever undertakes that no claim or allegation shall be made against any person or vessel whatsoever on the start of the star

contained therein, shall extend to all claims or allegations of whatsoever nature against our Persons chartering space on the Vessel.

(4) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person which imposes or attempts to impose upon the Carrier any lability whatsoever in connection with the Goods or the carriage of the Goods other than in sociordance with the terms and conditions of this Biol of Lading, whether or not after the control of the degree or misidelitery on the part of the Lading, and I any sold claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences.

arising out of negigence or iniscourse your acceptance of the state of

prior to lading on or after discharge from the vessel, the Carrier's responsibility shall instead be determined by the provisions of 7 (3) below, but if such provisions are found to be invalid such responsibility shall be subject to COSSA.

(6) The Carrier shall be entitled to fand nothing this Bill of lading shall operate to deprive or limit such entitlement) the full benefit of and rights to all limitations of and exclusions from or limit such entitlement) the full benefit of and rights to all limitations of and exclusions from or limit such entitlement) the full benefit of and rights to all limitations of and exclusions from or limit such entitlement) the full benefit of and rights to all limitations of and exclusions from one country (including but not limited to where applications or sections 4251 to 4287, inclusive, of the Revised of the United States of America) and amendments thereto and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the Vesselg) on which the Goods are carried.

(2) PORT TO PORT SHEMENT (2) PORT SHEMENT (2) PORT TO PORT SHEMENT (2) PORT SHEMENT (2) PORT TO PORT SHEMENT (2) PORT SHEMENT (2)

Carrier shall have no liability for such carriage or the acts or omissions by other parties also case of inland carrier.

(3) COMBINED TRANSPORT

Carrier shall have no liability for such carriage or the acts or omissions by other parties also in case of Inland carrier.

(3) COMBINED TRANSPORT

Save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time or delivery to the extent set out below.

(A) Where the stage of the Carriage where the loss or damage courant carron to be proved.

(A) Where the stage of the Carriage where he loss or damage courant damage to the proved.

(A) Where the stage of the Carriage where he loss or damage courant damage of the carriage where a pipiled under (7 (1) (4) above the label to proved occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COSSA or COGWA/ if this Bill of Lading) is subject to U.S. or Canadian Law respectively).

(II) Where under (1) above the Carrier is not liable in respect of some of the factor causing he loss or damage.

(III) Where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (1) and the subject of U.S. or Canadian Law reactors for which he is liable have contributed to the loss or damage.

(IV) The Value of the goods shall be determined according to the Commodity exchange price at the place and time of delivery to the Merchant or at the place and time of delivery to the Merchant or at the place and time of the very to the Merchant or at the place and time where they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Social Socia

tariff;
(III) Where neither (I) or (II) above apply, any liability of the Carrier shall be determined by 7 (3)

(4) GENERAL PROVISIONS
(A) Delay, Consequential Loss.
Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and showsoever caused, Without prejudice to the foregoing. If the Carrier is found for delay, liability shall be limited to the riegith applicable to the relevant stage of the

and howsoever caused. Without prejudice to the foregoing, if the Carrier is found for delay, liability shall be limited to the feight applicable to the relevant stage of the transport. Advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice. In no event shall the Carrier be liable for consequential diamages or for any delay in scheduled departures or arrivals of any Vessel or other conveyances used to transport the Goods by sea or otherwise. (6) Package or Shipping that Limitation.

Social Code of CodeWall to this Bill of Lading apply, the Carrier shall not, unless a decided value has been noted in accordance with (C) below, be or became liable for any loss damage to or in connection with the Goods: In an amount per package or shipping until timitation as laid down by such rules or legislation. Such limitation amount according to COGSA to US \$5.00 and according to COGSA to US \$5.00 and according to COGSA to US. The Carrier's falling they are considered value has considered to the Code of the Code Anyso-an unis or prece or cargo noi. Shipped in a package, including afficies or things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or reassurement unit employed in calculating freight charges. As to Goods shipped in bulk, the imitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

anything herein be construed to be a waiver of limitation as to Goods shipped in bulk. (E) Rust etc.
It is agreed that superficial rust, oxidation or any like conditions due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of orse, oxidation or the like did not exist on receipt. (F) Notice of Loss or Damage. The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to the Goods indicating the general nature of such loss or damage, shall be given in writing to the Carrier with the custody of the person entitled to delivery thereof under this bill of Lading or, if the loss or Damage is not apparent, within three consecutive days thereafter.

IOSS of Usuringe is the apparent, where the control of the commenced within one (1) year The Carrier shall be discharged from all liability if suit is not commenced within one (1) year after delivery of the Goods or the date that the Goods should have been delivered for claims related to loss or damage during the Port-to-Port carriage. For claims related to loss or damage during inland Transport the shorter of nies (9) months or any time limit provided for by any applicable international convention, national law, regulation or contract.

by any applicable international convention, national raw, reguission to constitution & MERCHANTS RESPONSABILITY

(1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier than the description and particulars including, but not limited to, weight, content, measure, quantity, marks, numbers, and value

the Indiring, but not limited to, weight, content, measure, quantity, marks, numbers, and values correct.

(2) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

(3) The Merchant undertakes that the Goods are packed in a manner adequate to stand the ordinary risk of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which applicable. The Merchant shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from any breach of any of the warranties in this clause of hereof or from the Merchant shall indemnify the Decome dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to Carried for Carriage without the Carrier's express consent in writing and without the Condainer or other covering in which are Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable damaging nature, the same may at any time be destroyed, disposed of, shandnoned, or Carrier without such written consent and marking or if in opinion of the Carrier without such written consent and marking or if in opinion of the Carrier without such written consent and without prejudice to the Carrier sight to Charges. any other cause in connection with the Goods for which the Carrier is not responsible.

(4) No Goods which are or may become dangerous, inflammable or dramaging or which the Goods in the Merchant under this bill of or may become liable to damage any property or person whatsoever shall be tendered to the learner or other covering in which the Goods are to be transported and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly make a simple of the covering in which the Goods are to be transported and the Goods being distinctly make a simple of the relative and character of any such anticles are delivered to the Carrier without such written consent and marking or if in the himself of the Carrier without such written consent and marking or if in the himself of the Carrier without such written consent and marking or if in the himself of the Carrier without such written consent and marking or if in the himself of the Carrier without such written consent and marking or if in the himself of the Carrier without such written consent and marking or if in the himself was a simple of the Carrier without such written consent and marking or if in the himself was a simple of the Carrier without such written consent and marking or if in the himself was a simple of the Carrier without such written consent and marking or if in the himself was a simple of the Carrier without such written consent and marking or if in the himself was a simple of the Carrier without such written consent and marking or if in the himself was a simple of the Carrier without such written consent and marking or if in the himself was a simple of the Carrier with th

(1) Goods may be stuffed by the carrier in or on Container and Goods may be stuffed with other Goods (2) The term of this Bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, wherever supplied before or with or arising out of the supply of a Container to the Merchant (3) if a Container has been stuffed by or on behalf of the Merchant (4) the Carrier shall not be lable for loss of or damage to the Goods (1) caused by the manner in which the Container has been stuffed; (1) caused by the unsultability of the Goods for Carriage in Containers; (11) caused by the unsultability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsultability or defective condition arose (a) without any want of due disjence on Merchant at or prior to the time when the Container was stuffed if the Container is not cealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

Container

(B) the Merchant shall defend, indemnify and hold harmless the Carrier against any loss damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above except for (A)(III)(a)above

(A) above except to (A)(III)(a)above (4)Where the Carrier is instructed to provide a Container in the absence of a written requ to the contrary, the Carrier is not under an obligation to provide a Container of any partic type or a quality.

10. PARTIAL INVALIDITY

0. PARTIAL INVALIDITY any provision in this Bill of Lading is held to be invalid or unenforceable by any count or squiatory agency of body, such invalidity or unenforceability shall attach only to such rovision. The validity of remaining provisions shall not be effected thereby end this Bill of ading contract shall be carried out has if such invalid or unenforceable provision were not

Lading contract shall be carried out has if such invalid or unenforceable provision were not contained here in .

11. TEMPERATURE CONTROLLED CARGO
(1) The Merchant undertakes not to fender for transportation any Goods whom require temperature control without previously given written notice (and trilling in the box on the forton on this Bill of lading in the sibe life of Lading is the box on the rotton of the life of lading if in this Bill of Lading has been prepared by the Merchant or a person acting on their behalf) of their nature and particular temperature range to be maintained and in the case of temperature controlled Container stiffed by or on behalf of the maintained and in the case of temperature controlled Container stiffed by or on behalf of the Goods by here of the Goods by the Carrier. If the above requirements are not compiled with the Carrier shall not be liable for any loss of damage to the Goods by the Merchant of the school carrier shall not be liable for any loss of damage to the Goods by the All of the Goods by the Merchant of the Agove requirements are not compiled with the Carrier shall not be liable for any loss of damage to the Goods by the Merchant of the Merc

(1) The Merchant undertakes en to be nearly or transportation any Goods whom require temperature control without a neviously given written notice (and trilling in the box on the fort on this Bill of lading in the bill bill and and the best perspert by the Merchant or a person acting on their behalf) of their nature and particular temperature range to be maintained and in the case of temperature controlled Container shall be been properly better and that its hermostatic controls have been properly stell of the final transport of the Goods and productions to the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stell of the Goods and productions to whom so where the properly set by the Merchant before receipt of the Goods by the Carrier; If the above been properly set by the Merchant before receipt of the Goods by the Carrier; If the above requirements are not completed with the Carrier hand in to be lable for any loss or damage to the Goods and any documents relating thereto for all sums whatsoever the carrier shall have all ein on Goods and any documents relating thereto for all sums whatsoever the Goods and the Carrier shall have all ein on Goods and any documents relating thereto for all sums whatsoever the Goods and the Carrier shall have all ein on Goods and any documents relating thereto for all sums whatsoever the Goods and the Carrier shall be well down the Merchant's according to the Carrier shall be all the Goods and any documents relating thereto for all sums whatsoever the Goods and any documents relating thereto for all sums whatsoever the Goods and any documents relating thereto for all sums whatsoever the light to the Carrier shall be well down the Merchant's the ever and for the carrier shall be repetated containers on the carrier and that its the more and the state of the Goods and any documents relating thereto for all sums whatsoever the Goods and any documents relating the carrier shall be and the lead of the carrier shall be and th

13. MATTERS AFFECTING PERFORMANCE (1) If any time the Carriage is or is likely to be affected by any hindrance, risk, danger, delay, edificulty, or disadvariage of whatsever kind (including the condition of the Goods) and however of the carriage has commenced by the Carrier may at its sole discretion and without notice to the Merchant:

(A) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods

by an afternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Plaze of Dielweyr, or (8) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension; or (C) abandon the carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavors to continue the carriage, whereupon the responsibility of the searcies of reasonable endeavors to continue the carriage, whereupon the responsibility of the searcies of reasonable endeavors to continue the carriage, whereupon the responsibility of the searcies of reasonable endeavors of the carrier and the Merci incurred by reason of the abandonment of the Goods if the Carrier and and the cleases 13 the Carrier shall be entitled to such additional Freight and costs as the Carrier may determine.

determine.

(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government authority.

14. METHODS AND ROUTE OF TRANSPORTATION

authority or any person acting or purporting to act as or on behalf of such government or authority or any person acting or purporting to act as or on behalf of such government authority.

14. METHODS AND ROUTE OF TRANSPORTATION
(1) The carrier may at any time and without notice to the Merchant use any means of transport or storage whatsoever load or carry the Goods on any vessel whether named of the front hereof or not, transfer the Goods from one conveyance to another including items-shipping or carrying the state of the Goods and the control of the good of the same of transport or another vessel than that named on the front hereof or by any other means of transport and floward the same in any namour whatsoever proceed at any speed and by any route in his discretion (whether or not, the nearest or most direct or customary or advertise route) and proceed to or stay at any place whatsever once of more often and in any order, load or unload the Goods to from any conveyance at any place(whatsever once of more often and in any order, load or unload the Goods to find any conveyance at any place(whatsever once of more often and in any onder) or only only orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the tems of the insurance of the conveyance employed by the Carrier the right to give orders or directions, permits the vessel to proceed with or without pilots, to two or be towed or to be dry-docked permit the vessel to carried livestock, Goods of all kinds dangerous or otherwise, contraband explosives, munitions or warlike stores and sail armed or unramed.

(2) The liberties set out in (1) above may be invised by the Carrier for purposes whatsever or any delay arising there from shall be within the contactual Carriage any shall not be a deviation of any description whether containerized or not may be stowed on or under deck without shotice to the deviation of the conditions of the conditio

or any bears are greater increasing when within the contractual Carrage any shall not be a deviation of the S. DECK CARSO (AND LIVESTOCK) (1) Goods of any description whether containerized or not may be stowed on or under deck without solution for the many description whether containerized or not may be stowed on or under deck without solution of whatsoever nature unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than investock) shall be deemed, to be within the definition of Goods for the purposes of the Hague Fulse or any legislation making such Rules or of the Hague Carried on Goods for the purposes of the Hague Fulse or any legislation making such Rules or or the Hague Fulse or platforms, and which are stated on the front hereof to be carried on deck, and all livestock whether carried on deck or under deck are carried without responsibility on the part of the Carrier for loss, damage of whatsoever nature arising from carriage by sea or on inland waterway whether cause by unseaworthiness on regigience or any other cause whatsoever and the Hague Rules or the COSA shall not apply. The Merchant stall defend indemnty any hold harmless the Carrier regainst all and shall not apply. The Merchant stall defend indemnty any hold harmless the Carrier regainst all and the stall of the plate of the Cost of the Co

when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove and unpack the Goods from the Container or that part there of if stuffled in or on Container and to store the Goods or that part ashore, afloat, in the open or under cover a the sol risk and expense of the Merchant. Such storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cases. Such storage shall constitute due delivery hereunder, and thereupon all slability whatsoever of the Carrier in respect of the Goods or that part thereof shall cases and the costs of the Carrier in respect of the Goods or that part thereof shall case and the costs of the Carrier in respect of the Goods or that part thereof shall case and the costs of the Carrier in respect of the Goods or that part thereof shall case and the costs of the Carrier in respect or the cost of the cost of the Carrier in solid pot to discharge the Goods into the hands of any customs, port or other authority, such discharge shall constitute due delivery of the Goods to the Merchant under this bill of leading.

made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

(3) The Carrier and shall provide such security as may be required by the Carrier in this connection.

(3) The Carrier shall be under no obligation to take any step whatsoever to collect security for Ceneral Average contributions due to the Merchant.

(4) In the event of the Master considering that salvage services are needed, the Merchant agrees that the Master may act as his agent to procure such services to Goods and that the Carrier may act (5) If a salving yessel to were of operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by stabute, contract or otherwise, the cargo, a sippers, consignees or the owners of the cargo shall contribute with the Carrier in longer and the carrier shall contribute with the Carrier in salving wessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the agos is contributed on the goods and may shayage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier badore delivery.

20. CHARGES

20. CHARGES

(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or the receipt the research and to inspect, reweight, re-measure and revalue the goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charget (red

ing given for the Changes changed and the Costs incurred by the Camer in establishing the rect particular.

All Charges shall be paid without any set-off counter-claim deduction or stay of execution.

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FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 9: Freight Forwarder Compensation

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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 ce for such cargo, two or more of the following services:
- 1) The coordination of the movement of the cargo to shipside
- 2) The preparation and processing of the ocean Bill of Lading
- 3) The preparation and processing of dock receipts or delivery orders
- 4) The preparation and processing of consular documents or export declarations
- 5) The payment of the ocean freight charges on the cargo
- C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.
- D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.
- E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.
- F. No compensation shall be paid to anyone at port or ports of destination.
- G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRAs and charges applicable under this tariff, subject to the above conditions and exceptions.
- H. Freight Forwarder Compensation shall be as specified in individual NRAs, if any. RETURN TO TABLE OF CONTENT

## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 10: Surcharges, Assessorial and Arbitraries

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's and shall be for the account of the cargo.

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NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 11: Minimum Quantity Rates

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Not applicable.

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 12: Ad Valorem Rates

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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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## Tariff Rule Information

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NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 13: Transshipment

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Not Applicable.

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## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

Amendment No.: O

NRA RULES TARIFF NO. 100 - Between (US and World)

Rule 14: Co-Loading in Foreign Commerce

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

- (1) The Carrier from time to time tenders cargo for co-loading.
- (2) Carrier enters into carrier-to-carrier relationships for 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) Carrier as part of the NRA process shall annotate in a clear and legible manner on each bill of lading where the identity of any other NVOCC may be located in its Rules Tariff to which the shipment has been tendered for coloading.
- (6) Co-loading rates. If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

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NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 15: Open Rates in Foreign Commerce

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Not Applicable.

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 16: Hazardous Cargo

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

- A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, NRA; except where a specific NRA is provided for in this tariff.
- B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.
- C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, WIV, OAE, England as listed below:
- 1 Explosives
- 2 Gasses; Compressed, liquefied or dissolved under pressure; Inflammable Liquids; Inflammable Solids
- 5 Oxidizing Substances and organic peroxide
- 4 Poison and infectious substance
- 5 Radioactive substance 6 Corrosives
- 7 Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)
- 8 Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. 600, ICC No. B.O.E. 600, FMC F No. 2B RETURN TO TABLE OF CONTENT

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FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 17: Free Time and Demurrage

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in their 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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NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 18: Returned Cargo in Foreign Commerce

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Not Applicable.

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FMC NO. 027264: A CLASS WORLDWIDE SRL

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Amendment No.: O

Rule 19: Shippers Requests in Foreign Commerce

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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 NO. 027264: A CLASS WORLDWIDE SRL

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Amendment No.: O

Rule 20: Overcharge Claims

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019 A. Bill

of Lading Commodity Description

Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the NRA to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.

#### B. Overcharges

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

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

In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. Claims seeking a refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, 800 North Capital St., Washington, DC 20573, within three years of the date of cause of action occurs.

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Amendment No.: O

Rule 21: Use of Carrier Equipment

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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 as published by the VOCC in its FMC tariff shall be for the account of the cargo.

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### Tariff Rule Information

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NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 22: Automobile Rates in Domestic Offshore Commerce

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Not Applicable.

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NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 23: Carrier Terminal Rules and Charges

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Carrier does not operate terminals at origin or destination. Except as otherwise provided in the 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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#### Tariff Rule Information

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Amendment No.: O

Rule 23-01: Destination Terminal Handling Charges (DTHC)

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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

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Amendment No.: 1

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents Update 4/2024

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

#### A. Bonding of NVOCC

- 1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 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. KMS52005
- 3. Issued By: Great American Insurance Company

301 E. Fourth Street, 5th Floor

Cincinnati, OH 45202

- B. Agent for Service of Process
- 1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is applicable.
- 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.
- Name of A CLASS Worldwide Agent in USA is: THE BLOCK LOGISTICS INC

<u>Address - number, street, and room or suite number</u>: 231 W 800 South, Suite C <u>City or town, state, and zip code</u>: 84101 - 3022 Salt Lake City

<u>Telephone Number</u>: 1-630-672-2503 Fax Number: 1-855-640-2875

Name of Contact Person: Gerry Post .P. International Email Address of Contact Person: hondo@shipblock.com

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FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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 an active tariff published and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.

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

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Amendment No.: O

Rule 26: Reserved For Future Use

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Not Applicable.

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Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

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

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

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

- a) At Origin The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.
- b) At Destination The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.

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

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

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

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.

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 whose account the ocean transportation is provided, the person to whom delivery is to be made, a shippers' association, or an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C. 40102(16)), that accepts responsibility for payment of all applicable charges under the NSA. NEGOTIATED RATE ARRANGEMENT (NRA) - means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

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

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

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

PACKING - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.

PUBLISHING CARRIER - means A CLASS WORLDWIDE SRL a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC Organization No. 027264.

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

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

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**EXPLANATION OF ABBREVIATIONS** 

Kilos	Kilograms	
K/T	Kilo Ton	

LCL or LTL Less than Container Load

LS Lumpsum

L/T Long Ton (2240 Lbs)

M Measure Max Maximum

MBF or MBM 1,000 Feet Board Measure

Min Minimum
MM Millimeter
MQC Minimum Quantity

Commitment

N/A Not Applicable

NRA Negotiated Rate

Arrangements

NSA NVOCC Service rrangements

NHZ Non-Hazardous NOS Not otherwise specified

OT Open Top P Pier

Pkg Package or Packages
PRC People's Republic of China
PRVI Puerto Rico and U.S. Virgin

Islands

R Reduction

RE Reefer / Refrigerated R/T Revenue Ton RY Rail Yard

SL&C Shipper's Load and Count
Sq. Ft Square Foot or Square Feet
S/T Short Ton (2000 lbs.)

SU or S/U Set Up

TEU Twenty Foot Equivalent Unit
THC Terminal Handling Charge
TRC Terminal Receiving Charge
USA United States of America
USD United States Dollars

VEN Ventilated VIZ Namely VOL Volume

Ad Val Ad Valorem W Weight

AI All Inclusive W/M Weight/Measure BF Board Foot or Board Feet

B/L Bill of Lading

BAF Bunker Adjustment Factor
BM Board Measurement
C Change in tariff Item
CAF Currency Adjustment Factor

CBM, CM or M3 Cubic Meter CC Cubic Centimeter

## Tariff Rule Information

FMC NO. 027264: A CLASS WORLDWIDE SRL

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 28: Definitions

Reserved for future use RETURN TO TABLE OF CONTENT

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NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

CFS Container Freight Station CFT Cubic Foot

or Cubic Feet

CLD Chilled
CM Centimeter
CU Cubic
CWT Cubic Weight
CY Container Yard

D Door

DDC Destination Delivery Charge

E Expiration
ET Essential Terms
Etc Et Cetera
FAK Freight All Kinds

# Tariff Rule Information FAS Free Alongside Ship

FΒ Flat Bed

FCL Full Container Load FEU Forty Foot Equivalent Unit

FI Free In FIO Free In and Out **FIOS** Free In, Out and Stowed

FO Free Out FOB Free On Board

Federal Maritime Commission **FMC** 

FR Flat Rack Ft Feet or Foot GOH Garment on Hanger

Н House HAZ Hazardous

New or Initial Tariff Matter

K/D Knocked Down KDF Knocked Down Flat

A CLASS WORLDWIDE SRL NRA RULES TARIFF NO. 100 FMC NO. 027264:

Amendment No.: O

Rule 30: Access to Tariff Information

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This tariff is published on the web at: www.A Class Worldwide Srl.com/en. Please refer to the tariff profile or title page for additional contact information.

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A CLASS WORLDWIDE SRL NRA RULES TARIFF NO. 100 FMC NO. 027264:

Amendment No.: O

Rule 31-200: Reserved for Future Use

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Rules 31-200 reserved for future use. RETURN TO TABLE OF CONTENT

FMC NO. 027264: A CLASS WORLDWIDE SRL NRA RULES TARIFF NO. 100

Amendment No.: O

Rule 201: NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Effective: 01APR2019 Thru: NONE Expires: NONE Publish: 01APR2019

Pursuant to 46 CFR § 531.9 (a), Carrier hereby give public notice in tariff format the following essential terms of each NSA it has entered into with shippers as on file at the Federal Maritime Commission:

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

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End of Rule Text

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